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July 15th, 2013

BY EMAIL AND FEDERAL EXPRESS

Michael A. Mintzer
Assistant Regional Counsel
New York/Caribbean Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway, 17th Floor
New York, NY 10007-1866

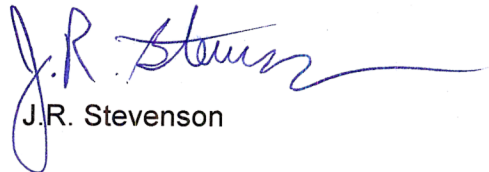
Re: *Newtown Creek Superfund Site, Kings County and Queens County, New York
Response to Request for Information Pursuant to the Comprehensive
Environmental Response, Compensation, and Liability Act,
42 U.S.C. §§ 9601-9675*

Dear Mr. Mintzer:

We represent Masluf Realty Corp. with respect to the captioned matter. As requested in the Environmental Protection Agency's April 9th 2013 letter, enclosed please find separate responses to the E.P.A.'s Requests for Information for the facilities located at 340 Maspeth Avenue, and 1200 Manhattan Avenue. As agreed in your e-mail dated June 27th, 2013, for one of the exhibits (a large Phase I Report), we have only included an electronic copy in PDF format on the enclosed portable USB device.

We trust the enclosed responses are clear, but please let the undersigned know should you have any questions or if you require more information.

Very truly yours,


J.R. Stevenson

CC: Ms. Karoline Kwan

**MASLUF REALTY CORP.'S RESPONSES
TO E.P.A.'S REQUEST FOR INFORMATION
DATED APRIL 9, 2013 FOR FACILITY AT
1200 MANHATTAN AVENUE**

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TO E.P.A.'S REQUEST FOR INFORMATION DATED
APRIL 9, 2013 FOR FACILITY AT 1200 MANHATTAN AVENUE**

General

1. This serves as the response by Masluf Realty Corp.'s (the "Company") to the U.S. Environmental Protection Agency, Region II ("EPA") information request dated April 9, 2013, for the facility located at 1200 Manhattan Avenue.
2. The responses below are based on the information and documents available to the Company as of the date of this response. The Company respectfully reserves the right to add to, amend, or revise its responses, if and when additional information is located or received.
3. Unless otherwise indicated, all information was obtained from management of the Company, Timothy Fulton and Michael Powers.
4. Subject to, and without waiving any rights, the Company's response to each request is provided below.

Section 1.0 Company Information

1. **Company Identification.** Provide the following information with respect to the Company (see Definition7.)

- a. The full legal, corporate name and mailing address.

Response to 1.a:

Masluf Realty Corp.
340 Maspeth Avenue
Brooklyn, NY 11211

- b. The state and date of incorporation of the Company, the date of qualification to do business in the State of New York and the Company's agents for service of process in the state of incorporation and the State of New York.

Response to 1.b: August 9th, 1994, New York.

- c. The identity of the Chief Executive Officer or other presiding officer of the Company.

Response to 1.c: Timothy Fulton.

- d. If the Company is a successor to any other entity by merger, asset or stock acquisition, change of name or other activity, identify each predecessor and identify the nature of the succession.

Response to 1.d: N/A.

- e. If the Company is a subsidiary or division of another entity, identify each parent entity.

Response to 1.e: N/A.

2. Future EPA Communications: If the addressee of this letter requests that future communications from EPA regarding the Site be sent to a particular individual or office, provide the name, address, telephone number, e-mail address and capacity of such individual or office.

Response to 2: All future correspondence should be sent to:

J.R. Stevenson
The Law Offices of J.R. Stevenson
154 Grand Street
New York, New York 10013
(212) 939-7588
jrs@jrstevensonlaw.com
Attorney for the Company

Section 2.0 Company and Principal's Owner/Operator Information of each Facility and Newtown Creek

3. Company's Relationship to each Facility. Identify the Company's relationship to each of i) the Manhattan Avenue Facility and ii) the Maspeth Avenue Facility (see Definition 9.a and 9.b) (Pursuant to Direction 1, please provide a separate set of responses for each Facility). In this regard, please address for each Facility:
- a. The Company's ownership and operational interest in each Facility including the corporate identity of the entity that holds or held such interest.

Response to 3.a: Masluf Realty Corp. owns the facility at:

1200 Manhattan Avenue
Brooklyn, New York 11222

- b. Dates of acquisition, disposition and operation of each Facility and the identity and relationship, if any, between the Company and the transferor and transferee.

Response to 3.b: The land was deeded to Masluf Realty Corp. on February 8th, 1995 by Henry R. Fulton and Inez Fulton.

- c. Provide a copy of all deeds evidencing the acquisition or disposition of each Facility and of all leases relating to the operation of each Facility.

Response to 3.c: Attached as Exhibit "A" is a copy of the deed. Attached as Exhibit "B" is a copy of the lease.

- d. Identify any affiliates (see Definition 8) of the Company that may own or conduct business at each Facility (see Definition 9.a) and identify the nature of the relationship between the Company and the affiliate and the activities conducted by the affiliate at each Facility.

Response to 3.d: F & P Resources LLC which operates at 1200 Manhattan Avenue is wholly owned by Timothy Fulton.

4. Operations at each Facility.

- a. Please describe the principal business operations conducted at each Facility during the entire period that the Company owned the Facility, with the periods of time and the names of the entities performing such operations. Without limitation, please describe in detail the scrap yard operations at each Facility and automotive repair and maintenance operations at the Manhattan Avenue facility.

Response to 4. a.:

2012-Present: F & P Resources The operations conducted at this facility are the parking of eight trucks and a number of empty roll-off containers, the stacking of processed recyclable metal "HMS #1", and the loading of "HMS #1" onto barges to be sent to EMR at the Port of Elizabeth, New Jersey. This facility has never been used as an automotive repair facility for the Company's duration of the ownership of this facility.

2009-2012: WNS/Gentle Trucking The lessee used the property for storage and parking of empty shipping containers on trailers.

2008-2009: Sky Lift The lessee used the property for the storage of their trailers and miscellaneous vehicles.

2000-2008: Bay Crane The lessee used the property for storage and parking of various equipment and vehicles.

1996-2000: New York City Housing Authority The lessee used the property for storage of various equipment and vehicle parking.

- b. Identify each lessee or operating entity that conducted business at each Facility (including, without limitation T & T Scrap LLC). For each lessee or operator, please provide the name of the entity and all trade names used in its business operations, principal business address, the name of the principal contact person, the portion of each Facility occupied by such entity, the activities and operations conducted by each such entity, the time periods that each of such activities were conducted at the Facility and the relationship between the Company and each business entity.

Response to 4.b.:

2012-Present:

Principal Name:	F & P Resources
Principal Address:	23 Ash Street Brooklyn, NY 11222
Principal Contact:	Timothy Fulton 718.366.4017
Portion Occupied:	100%
Activities and Operations:	See 4.a.
Relationship:	Lessee to Masluf Realty

2009-2012:

Principal Name:	WNS/Gentle Transport
Principal Address:	WNS: 49 Rutherford Street Newark NJ 07105 Gentle Transport: 2926 86 th Street Brooklyn, NY 11223
Principal Contact: WNS:	Andrew Chang 973.344.8882 Gentle Transport: Debra Wang 917.681.2069

Portion Occupied: 100%
Activities and Operations: See 4.a.
Relationship: Lessee to Masluf Realty

2008-2009:

Principal Name: Sky Lift
Principal Address: 24 Greenpoint Avenue, Brooklyn,
NY 11222
Principal Contact: Frank Allesia 718.609.1860
Portion Occupied: 100%
Activities and Operations: See 4.a.
Relationship: Lessee to Masluf Realty

2000-2008:

Principal Name: Bay Crane
Principal Address: 11-02 43rd Avenue
Long Island City, NY 11101
Principal Contact: Joe Bernardo 718.392.0800
Portion Occupied: 100%
Activities and Operations: See 4.a.
Relationship: Lessee to Masluf Realty

1996-2000:

Principal Name: New York City Housing
Authority
Principal Address: Unknown
Principal Contact: Unknown
Portion Occupied: 100%
Activities and Operations: See 4.a.
Relationship: Lessee to Masluf Realty

- c. Please indicate on each Facility Plan (see question 5, below, and Definition 12.a) the areas that such activities were engaged in at each Facility and identify all infrastructure employed in such activities.

Response to 4.c: See aerial photo attached as Exhibit "C." Trucks are parked at the southern portion of the facility, in the area marked as "1" on Exhibit "C." Ferrous Recyclable Material graded as "HMS #1" is stacked in the northeast portion of the facility, in the area marked as "2" on Exhibit "C." Other than lifting equipment, there is no infrastructure at either location. The lifting equipment, which is located in the area marked as "3" on Exhibit "C," is used to stack the HMS #1 and then to load it onto the barge, as described in 4.d.

- d. Attached is a Google Earth image (image date 6/17/2010) depicting the Manhattan Avenue Facility showing piles of debris, unidentified infrastructure adjacent to and apparently beneath the debris, lifting machinery, empty tractor trailers and an empty barge moored adjacent to the Facility. Please identify the operations depicted in the image, including the nature and the source of the debris, the fate of the debris, the role of the tractor trailers, the lifting equipment, the barge (including methods of loading or unloading the barge including spill protection methods and equipment), the identity of the entity performing the operations at the Facility and the relationship of the entity to the Company and to the Facility.

Response to 4.d.: The image depicting the 1200 Manhattan Avenue location cannot be from the date of June 17, 2010. The image must have been taken at some point after January 1, 2012. The image of 1200 Manhattan Avenue depicts what appears to be eight trucks, which are likely trucks owned and operated by T & T Scrap. The trucks are parked at this facility daily. The "debris," is ferrous recyclable metal graded as "HMS #1." The source of the "debris" is from T & T Scrap, 340 Maspeth Avenue, where it was purchased, prepared, and shipped via truck to this facility. From this facility, the "debris" is shipped by barge to EMR Recycling, Port of Elizabeth, New Jersey. The role of the tractor trailers is to bring recyclable metal from 340 Maspeth Avenue to various end users, and to also bring recyclable materials from suppliers to 340 Maspeth Avenue. The role of the "lifting equipment" is to first stack material, then place a steel ramp and spill skirt on the barge, and finally to load the barge with the "HMS #1." The barge is owned and operated by Thorton Transportation. The barge is used weekly to transport HMS #1 to New Jersey. The spill protection employed is a large steel ramp that spans from the barge to the property along with an additional spill skirt to ensure that no material can spill in to the water. The operational entity is F & P Resources as described in 4.b.

- e. Attached is a Google Earth image (image date 3/10/2012) depicting the Maspeth Avenue Facility showing huge piles of debris placed on unpaved ground at the Facility, unidentified infrastructure, lifting machinery, and vehicles including covered tractor trailers. Please identify the operations depicted in the image, including the nature and the source of the debris, the fate of the debris, the role of the tractor trailers, the lifting equipment, the barge including spill protection methods and equipment), the identity of the entity performing the

operations at the Facility and the relationship of the entity to the Company and the Facility.

Response to 4.e.: The response to this request is included in the Company's separate response for the 340 Maspeth Avenue facility.

5. Facility Plan and Historic Maps, Drawings, Surveys and Photographs of each Facility.

a. Facility Plan. Please provide a Facility Plan showing:

- i. Building and improvements. (N/A)
- ii. Floor plans of buildings (N/A)
- iii. Bulkheads, ship loading docks and truck loading racks.
- iv. Sanitary and storm sewers. (N/A)
- v. Solid waste management units. (N/A)
- vi. Below-ground infrastructure including tanks and pipes. (N/A)
- vii. Above ground infrastructure including tanks, spill containment facilities and pipes. (N/A)
- viii. Over-water or in-water facilities (e.g., piers, docks, cranes, bulkheads or other shoreline stabilization systems). (See Exhibit "C")
- ix. Discharge facilities including pipes, ditches, drains, sumps, sewer connections lagoons, waste pits, tanks and other conveyance features. (N/A)

Response to 5.a: See aerial photo attached as Exhibit "C."

- b. Historic Photos, Maps, Surveys, Etc. Please provide such other maps, drawings, surveys (including Sanborn maps) and historic photographs (including aerial photos) in the Company's possession, which provide information relevant to the layout, construction, processes, bulkheads, or vehicle activities (washing, servicing, fueling or storage), or other operations at the Facility.

Response to 5.b: None found.

6. Ownership of Newtown Creek. At the present time or at any past time, has the Company:

- a. Owned any portion of Newtown Creek (see Definition 1 Newtown Creek includes English Kills), or wetlands associated with Newtown Creek?

Response to 6.a.: Not with respect to the facility at 1200 Manhattan Avenue.

- b. Asserted control over or exclusive rights to use any area of Newtown Creek or wetlands associated with Newtown Creek, for any purpose including, without limitation, dredging or filling in Newtown Creek or construction, maintenance or repair of any facility located in the waters or the associated wetlands or sediments of Newtown Creek, including, by way of example, bulkheads, rip rap, pipes, wharfs, piers, docking, loading or unloading facilities, cranes or other over-water facilities?

Response to 6.b.: Yes, from January of 2012, through the present, barges were loaded with HMS #1, as described in the Company's response to request 4.d.

- c. Owned or asserted control over or exclusive rights to use a berthing slip abutting either Facility?

Response to 6.c.: Yes, see the Company's response to request 6.b.

- d. If the answer to either subparagraph "a" or "b" or "c" of the paragraph is yes, please identify the areas owned or controlled by the company, or over which the Company has or had a right to use, provide an explanation of how and from whom the Company acquired such ownership or control, provide a copy of all title documents, leases, permits or other instruments where such right was derived, show the areas on the Facility Plan, and describe all activities conducted pursuant thereto.

Response to 6.d.: See deed, attached as Exhibit "A."

7. Operations in Newtown Creek.

- a. Describe all activities at each Facility that were conducted over, on, under, or adjacent to Newtown Creek. Include in your description whether the activity involved scrap or waste materials and whether any materials were ever discharged, spilled, disposed of, dropped, or otherwise came to be located in Newtown Creek.

Response to 7.a.: See Company's responses to requests 4.a. and 4.d. Nothing has ever been discharged, spilled, disposed of, dropped into, or otherwise came to be located in the Newtown Creek.

- b. Has the Company or any lessee or other operator, at any time constructed or operated any facility in or over the waters or on the sediments of Newtown Creek, including barges or other vessels,

bulkheads, rip-rap, wharfs, piers, docking, loading or unloading facilities, containment booms, cranes or other on-water or over-water facilities?

Response to 7.b.: Yes, starting in January of 2012, F & P Resources began loading HMS #1 recyclable metals into hopper barges at this facility using a full cover steel ramp with additional spill skirt over the water of Newtown Creek. F & P Resources does not operate the barge.

- c. Has the Company or any lessee, at anytime constructed, operated or utilized any facility under the waters or sediments of Newtown Creek, including without limitation pipes, pipelines, or other underwater or under sediment facilities?

Response to 7.c.: No

- d. If the answer to subparagraph "b" or "c" of this paragraph is yes, please provide details including:
- i. A summary of the activities in, over or under the waters or sediment of Newtown Creek.
 - ii. Information regarding the facilities constructed or operated, the dates of such construction, replacement or major modification, whether there were discharges into the waters of Newtown Creek associated with construction or maintenance of such facilities, and all permits associated with the construction or operation.
 - iii. The source of the Company's or the lessee's authorization to construct or maintain such facilities in Newtown Creek including identification of the operating document (deed, lease, easement, license, permit, etc.) and the identity of the grantor, and provide copies of the relevant deeds, leases, licenses and permits.

Response to 7.d.:

- (i) As described in 7.b. usage of barge loading of HMS #1 utilizing a steel ramp and spill skirt began in January of 2012.
- (ii) N/A
- (iii) See the deed and lease attached as Exhibits "A" & "B". See also DCA License attached as Exhibit "D."

8. Bank Erosion, Overland Transport and Overwater Activities at or From each Facility to Newtown Creek.

- a. Description of Bulkheads and Bank Stabilization. Describe all bank stabilization systems at each Facility, including bulkheads, rip rap, vegetation or other systems, and the construction materials and mode of construction used. Identify on the Facility Plan the extent and type of shoreline stabilization at all areas of the Facility. State whether there has been or whether there is any ongoing bank erosion, and identify on the Facility Plan the location of shoreline erosion. Identify the Company's role and responsibility in building and maintaining the bulkheads and other shoreline stabilization systems. Describe the system, if any, for preventing materials upland of the bulkhead from releasing into Newtown Creek. State whether there are weep holes or gaps or openings in the bulkheads or shoreline stabilization systems and, if so, whether upland storm water, Facility materials or water from Newtown Creek passes through the bulkhead or shoreline stabilization system.

Response to 8.a: At the 1200 Manhattan Avenue facility, an existing, fully functional wooden bulkhead extends along the length of the property. Immediately landward of the bulkhead, a string of movable cement blocks measuring 3' x 3' by 6' exists to form an additional upland barrier. The age of the wooden bulkhead is unknown, as it was existing when the property was purchased by the Company. The shoreline is stable along most of its length. The exception is the western end that intersects with the new concrete bulkhead of Manhattan Avenue. At this location, about 10' of bulkhead has begun to collapse, and the owner has applied and received a permit from the New York State Department of Environmental Conservation ("NYS DEC") and the United States Army Corp of Engineers ("US ACOE") to install a new, steel bulkhead. The current block wall is able to keep upland material (sand, light metals, and plastics) from being blown into the creek during high wind weather events. There are weep holes or gaps, however, so it is possible that storm water run-off might enter the creek from the upland area. The owner is unaware of any water from Newtown Creek passing through the seawall.

b. Documents Relating to Bank Stabilization.

- i. Provide a complete set of construction drawings and specifications relating to bulkheads and other bank stabilization systems.

- ii. Identify all permits issued to the Company for bulkheads or other bank stabilization systems and provide a copy of all permits and permit applications.
- iii. Provide a copy of all correspondence with regulatory authorities relating to bulkheads and bank stabilization, including without limitation, notices of violations and their disposition.
- iv. Provide a copy of all studies, reports or plans relating to the construction, repair or maintenance of bulkheads and other shoreline stabilization systems.
- v. Provide a copy of all contracts and invoices with third parties relating to repair or maintenance of bulkheads and other bank stabilization systems.

Response to 8.b: See documents and correspondence regarding permits and repair of existing bulkhead attached as Exhibit "E."

c. Documents and Information Pertaining to any Characterization of Discharge Source Pathways

- i. Provide any characterization of the storm water/waste water pathway from each Facility or information relative to the quality of discharging waters from the Facility.
- ii. Provide any characterization of upland soil, overland flow areas or bank erosions areas that, if when encountering Facility runoff towards Newtown Creek, could entrain into a discharging stream.
- iii. Provide any characterization of liquids (e.g. groundwater, petroleum, oil, or other liquids) that could pass through the bulkheads or rip-rap. Provide all documents that relate to your answer of this subparagraph c.

Response to 8.c.:

(i) See relevant SPDES report for F & P Resources – 1200 Manhattan Avenue, attached as Exhibit "F."

(ii) See relevant SPDES report for F & P Resources – 1200 Manhattan Avenue (Exhibit "F") which states there is no facility run off or storm water discharge.

(iii) See relevant SPDES report for F & P Resources – 1200 Manhattan Avenue (Exhibit "F").

9. Outfalls into Newtown Creek. Identify and show on the Facility Plan all current and previous outfalls or discharge points from each Facility into Newtown Creek, including location of outfall, gallons per day and source of influent to Newtown Creek. Please identify whether the outfall operated currently or is defunct and, if defunct, when the outfall operated and the circumstances of its closing. Please identify all permits associated with each outfall and state whether the outfall is permitted or not permitted. Provide a copy of all waste water management and drainage studies, reports or plans for all periods during the Company's occupancy and/or operation of the Facility.

Response to 9.: There are no outfalls or discharges into Newtown Creek.

10. Fill and Land Filling Activities and Paving.

- a. Identify on the Facility Plan all areas of each Facility where fill has been placed during the period of ownership and/or operation by the Company, the lateral extent of the fill and the depth of the fill, the purpose of the placement, and the source and amount of the fill in each area. State whether the fill has ever been characterized, either before placement or thereafter and, if so, provide a copy of the sampling/characterization results.

Response to 10.a.: None.

- b. Describe the Company's operations in producing fill for sale to others including the receipt of materials, separation, handling and storage at each Facility.

Response to 10.b.: None.

- c. State whether each Facility is paved, the paving material, the extent of the paving at each Facility, the extent to which bare ground is exposed, and the date or dates of paving. Please show on the Facility Plan the extent of paving at each Facility.

Response to 10.c.: In or about 1994, approximately 6 inches of Blacktop and 2 inches of poured concrete were poured over 100% of the facility, with the exception of the bulkhead and the upland barrier as described in the Company's response to request 8.a.

- 11. Facility Storm Water Drainage.** Describe how storm water is managed and drained at each Facility and depict on the Facility Plan all drainage flow and drainage infrastructure including all receiving facilities for storm water. Separately explain and depict point source drainage through pipes or other conveyances as well as sheet flow or surface water runoff. Identify and provide a copy of all permits for drainage and provide a copy of all data from sapling discharges of storm water. Provide a copy of the Company's Storm Water Pollution Prevention Plan, Best Management Practices Plan and all drainage studies, reports or plans for all periods during the Company's occupancy of the Facility.

Response to 11.: See relevant SPDES report for 1200 Manhattan Avenue (Exhibit "F.")

- 12. Facility Process Water Management.** Identify all waste water streams, other than sanitary waste water from rest rooms, generated at each Facility and describe the activities generating such waste water, including, without limitation, waste handling operations, vehicle washing operations and other operations. Describe how process waste water and truck washing waste water is managed at the Facility and depict on the Facility Plan all process and wash waste water treatment and disposal facilities. If waste water facilities have changed over the years of the Company's operations, describe infrastructure changes and the dates such changes were placed into use. Identify and provide a copy of all permits for management or drainage of process and wash waste water. Provide a copy of all data from sampling discharges of waste water, including all data from sampling any process or business waste stream, now or formerly generated at the Facility. Provide a copy of all waste water management and drainage studies, reports or plans for all periods during the Company's occupancy of each Facility.

Response to 12.: None.

- 13. Connections to New York City sewer system.**

- a. State whether each Facility is or was connected to the New York City sewer during the Company's ownership or operation and the date that the Facility was first connected.

Response to 13.a: No.

- b. Identify the waste streams (sanitary, storm water, process water), if any connected to the New York City sewer.

Response to 13.b: No.

- c. State whether either Facility discharged any liquid wastes other than to the New York City sewer system and, if so, provide details on such discharges.

Response to 13.c: No.

- d. State whether either Facility participated in the New York City pretreatment program, and whether the Company has ever been classified as a significant industrial user.

Response to 13.d: No.

- e. Provide copies of all permits and permit applications for New York City Industrial Wastewater discharge permits.

Response to 13.e: N/A.

- f. Provide copies of all notices of violations, correspondence, hearing transcripts and dispositions relating to the Company's use of the New York City sewer system.

Response to 13.f: N/A.

- g. Provide copies of all surveys, reports or analyses delineating or characterizing the Company's liquid wastes.

Response to 13.g: N/A.

- 14.** Other Newtown Creek Properties. Please identify each Other Newtown Creek Property (see Definition number 9.d for "Other Newtown Creek Property"), if any, currently or formerly owned or operated by the Company (including any affiliate (see Definition8)), including:

- a. Nature of the Company's interest in each Other Newtown Creek Property.

Response to 14.a: The company only owns the two facilities indicated and is submitting a separate response for the 340 Maspeth Avenue facility.

- b. Corporate identity of the entity that holds or held such interest.

Response to 14.b: N/A.

- c. Address, Borough, Block and Tax Lot Identification of each Other Newtown Creek Property.

Response to 14.c: N/A.

- d. The principal business and each other line of business conducted at each Other Newtown Creek Property.

Response to 14.d: N/A.

- e. All deeds evidencing the acquisition or disposition of each Facility and all leases relating to the operation of each Facility, and provide copies of such deeds and leases.

Response to 14.e: See Exhibits "A" and "B."

- 15.** Storage and Combustion of Coal. Has the Company stored or combusted coal at either Facility during the time of its ownership or operation? If your answer is yes, please respond to the following requests for information and identify the following for all periods of time related to the responses: No.

- a. The purpose for which coal was presented at the Facility.

Response to 15.a: N/A.

- b. The annual volume and type or types of coal (i.e. bituminous, anthracite, etc.) handled at the Facility.

Response to 15.b: N/A.

- c. The location and manner of coal storage at the Facility

Response to 15.c: N/A.

- d. Identify all coal storage, shipment and transfer and process locations on the Facility Plan.

Response to 15.d: N/A.

- 16.** Historic Ownership and Operation of each Facility. Please identify, if known to the Company, the identity of prior owners or operators of each Facility, the nature of operations conducted, whether such prior owners or operators are in existence or, if not, whether they have been dissolved, merged or acquired by another entity, the existence of outfalls to

Newtown Creek during such prior ownership or operations and contact information for such prior owners or operators.

Response to 16.: See 4.b. for all prior tenants, 1200 Manhattan Avenue was owned by Henry R. Fulton and Inez Fulton prior to Masluf Realty Corp.'s purchase.

Section 3.0 Company's Operational Activities

- 17. Vessels.** Has the Company utilized barges, tankers or other vessels in any operations on Newtown Creek and, if so, provide details of such operations? Identify products and raw materials transferred to or from vessels, and spill prevention controls utilized by the Company. Identify with specificity all vessel-related spills or discharges that may have occurred during the Company's ownership or operation of the Facility.

Response to 17.: See the Company's response to request 4.d, for a description of the Company spill prevention controls in connection with the usage of a barge at 1200 Manhattan Avenue. The barge is operated by Thornton Transportation. There has never been a vessel-related spill or discharge.

- 18. Vehicles.** Has the Company utilized vehicles in its operations at either Facility? If the answer is yes, please provide the following:

18. Yes.

- a. Describe the purpose for the vehicles used in connections with operations at the Facility and identify the type and number of vehicles employed at the Facility.

Response to 18.a: One (1) Material Handler and one (1) Skid Steer both utilized for the stacking and loading of HMS #1 into the barge.

- b. Identify whether the following activities were conducted: vehicle loading, vehicle unloading, vehicle maintenance, vehicle refueling, and vehicle washing. If yes, describe each such activity and identify on the Facility Plan the area where such activity occurred.

Response to 18. b.:

Vehicle Loading: None.

Vehicle Unloading:	Unloading of Processed and Prepared HMS #1 for barging.
Vehicle Maintenance:	Only Emergency Repairs.
Vehicle Refueling:	No trucks were refueled. Machines are refueled weekly by Ferrantino Fuel.
Vehicle Washing:	None.

- c. Identify and provide a copy of all permits issued to the Company in connection with such vehicle activities and provide a copy of all communications between the Company and the licensing authorities.

Response to 18.c: See DCA License (Exhibit "D"), DMV Business Certificates (Exhibit "G"), and all vehicle registrations (Exhibit "H.")

19. Bulk Storage Containers.

- a. If the Facilities had bulk storage or petroleum or chemicals, please show the location of each storage tank on the Facility Plan and describe each tank by volume, construction materials, spill prevention and containment systems and whether it is located above- or below-ground. Identify the materials currently and historically stored in each tank, including the types of petroleum products and additives handled at any time during the operations of the Facilities, and identify the purpose and use of such stored materials at the Facility. Provide a copy of the material safety data sheet ("MSDS") for each such material.

Response to 19.a: N/A.

- b. Provide all documents related to permitting, inspection, maintenance, cathodic protection, product inventory levels, cleaning, and closure of such tanks and correspondence between the Company and regulatory authorities concerning the storage tanks.

Response to 19.b: N/A.

20. Chemicals and Other Materials Used, Produced and Generated at each Facility. Identify the compounds and chemicals received, stored and used at each Facility and the purpose that the compounds and chemical were acquired.

- a. For receipt of materials, please identify all such materials, being specific in identifying such each item including brand name of any chemical or, if generic, the identity and description of such material,

the purpose for which it was received and the process in which it was employed. Please provide copies of MSDS's for each such chemical. Identify the annual volume or receipt of such materials.

Response to 20.a: None.

- b. Identify all products produced at each Facility or shipped from the Facility and, if applicable, provide copies of MSDSs. Identify the approximate annual volume of production at each Facility by product line.

Response to 20.b: None.

- c. Describe what the Company did with the hazardous wastes, hazardous substances, and industrial wastes that it used, stored, generated or otherwise handled at each Facility after it was finished with them? Describe in detail how and where the hazardous substances, hazardous wastes, and industrial wastes are or were generated at the Facility. For each disposal location and method, state the nature and quantity of the material disposed on an annual basis.

Response to 20.c: None.

- 21.** Oil/Water Separators. Identify all oil/water separators at each Facility during the Company's ownership or operation including dates of installation, dates of replacement or major modification, purpose of installation and source of influent, and location discharge. Provide a copy of each permit and permit application, influent and effluent sampling results and copies of all submissions to federal, state, city or county environmental agencies or public health agencies relating to oil/water separators.

Response to 21: None.

- 22.** Pipelines. Identify and depict on the Facility Plan each pipeline serving each Facility that is or was situated on the Facility property (either above- or below-ground) during the Company's ownership or operation and state what materials are delivered to the Facility by pipeline.

Response to 22: None.

- 23.** Provide a copy, if applicable, of the Company's Spill Prevention Control and Countermeasure Plan and Best Management Practices Plan for each Facility.

Response 23: See relevant SPDES report for F & P Resources – 1200 Manhattan Avenue (Exhibit “F.”)

Section 4.0 Civil Litigation, Administrative Enforcement and Criminal Matters

24. Civil Litigation, Administrative Enforcement and Criminal Matters:

- a. Has the Company been a party to any litigation or involved in any other claim where an allegation by or against the Company included environmental contamination of Newtown Creek or contamination of either Facility or any other upland property within the Newtown Creek drainage basin whether or not such other property was owned or operated by the Company (whether the claim was based on the Company's alleged ownership, operation, transporter status, or arranger relationship to the Facility or some other basis)? If yes, identify such litigation or claim, briefly describe the allegation by or against the Company, the status of the litigation or claim, and provide a copy of the pleadings and any settlement agreement or court order.

Response to 24.a: No.

- b. Has the Company been identified by EPA or by any New York State or New York City agency as a party responsible for environmental contamination at or from either Facility upland property within the Newtown Creek drainage basin whether or not such other property was owned or operated by the Company (whether the claim was based on the Company's alleged ownership, operation, transporter status, or arranger relationship to each Facility or some other basis)? If yes, state the Company's understanding of the basis for such notice of responsibility and provide a copy of any correspondence, orders or agreements between the Company and the governmental agency.

Response to 24.b: No.

- c. Has the Company or an employee, contractor or agent ever been accused of any criminal violation relating to illegal disposal or any other environmental matter in connection with any activity or operation at either Facility? If so, describe the disposition of such accusation and provide details on such accusation.

Response to 24.c: No.

Section 5.0 Facility Releases, Investigations and Remediation

- 25. Releases at or from each Facility.** Has the Company ever provided notice to or made a report to any EPA or any New York State or New York City agency concerning a spill or release involving either Facility or involving Newtown Creek? If so, describe each spill or release, the constituents of any material released, and provide copies of all communications between the Company and federal, state or local regulatory agency.

Response to 25: No.

- 26. Soil Removal Actions.** Has any containment soil ever been excavated or removed from each Facility? If yes, identify the reason for such soil action, the dates of such action, and whether the soil removal was performed under the oversight of EPA, NYSDEC or New York City Department of Environmental Protection ("NYCDEP") or any other regulatory agency and show the location of such actions on the Facility Plan. Provide copies of all reports containing a description of the soil excavation and all data and analyses and copies of any orders or agreements with any regulatory agencies that required or oversaw the work.

Response to 26: No.

- 27. Groundwater Action.** Has the Company treated, pumped, or taken any kind of response action on groundwater under either Facility? If yes, identify the reason for such groundwater action, the dates of such action, and whether the groundwater action was performed under the oversight of any EPA, NYSDEC or NYCDEP or any other regulatory agency and show the location of such actions on the Facility Plan. Provide copies of all reports containing a description of the groundwater action and all data and analyses, and copies of any orders or agreements with any regulatory agencies that required or oversaw the work.

Response to 27: No groundwater action of any kind was taken at the 1200 Manhattan Avenue facility.

- 28. Sediments.** Has the Company taken any action with respect to sediments in Newtown Creek? Provide a copy of all reports, studies, correspondence or other information concerning the sediments adjacent to either Facility.

Response to 28: No.

- 29.** Releases into Subsurface units. Was there ever a spill, leak, release or discharge of waste, or process residue, including hazardous substances, pollutants, contaminants, industrial waste, or petroleum, into any subsurface disposal system or floor drain inside or under a building situated at either Facility? If yes, provide details of each event and any communication with any federal, state or city regulatory body.

Response to 29: No.

- 30.** Releases to Newtown Creek. Was there ever a spill, leak, release or discharge of a hazardous substance, industrial waste, petroleum or other waste or material into Newtown Creek from either Facility or from any equipment, structure, or activity occurring on, over, or adjacent to Newtown Creek? If yes, identify such release and provide copies of any documents regarding the nature of the material release, the dates of each such occurrence, the amount and location of such release, and whether there was any action to treat or recover any materials that were the subject of the release. Provide copies of all reports containing a description of the groundwater action and all data and analyses, and copies of any orders or agreements with any regulatory agencies that required or oversaw the work.

Response to 30: No.

- 31.** Environmental Investigations at each Facility. Describe the purpose for, the date of initiation and completion, and the results of any investigations of soil, water (ground or surface), sediment, geology, hydrology, or air quality on or about each Facility. Provide copies of all data, reports, and other documents that were generated by the Company or any contractor or consultant, or by a federal or state or City regulatory agency related to the investigations that are described.

Response to 31: None.

- 32.** Monitoring Wells. Identify all groundwater monitoring wells located at each Facility, including locations at the Facility and the dates and purposes for which they were installed. Provide a copy of groundwater data generated from sampling of water from the monitoring wells, the purpose for collection of such data, and all reports prepared for the

Company that utilized such data. Show the location of the monitoring wells on a Facility Plan.

Response to 32: None.

- 33.** Phase I, Phase II, EDR and Other Environmental Investigations. Please provide copies of all environmental investigation reports in the Company's possession relating to each Facility. Include, without limitation, Phase I and Phase II reports and any Environmental Data Resources study or report.

Response to 33: None for the 1200 Manhattan Avenue facility.

Section 6.0 Regulatory Information

- 34.** Regulatory Agencies with Jurisdiction over each Facility. Identify each federal, state and local authority that regulates environmental concerns relating to the ownership or operation at each Facility, the contact point at such agency, the activity regulated and the applicable federal, state and local statute or regulation from which such regulatory authority was derived.

Response to 34: The Environmental Protection Agency, the New York State Department of Environmental Conservation, and the New York City Department of Environmental Protection regulate environmental concerns.

- 35.** Notices of Violation. Describe all occurrences associated with violations, citations, deficiencies, and/or accidents concerning each Facility related to environmental concerns. Without limitations, identify whether any regulatory authority has notified the Company of any discharge or runoff of waste to Newtown Creek. Provide a copy of each such notice and all further correspondence or communication relating to such notices of violation. Please address all notices of violation including, without limitation, notices relating to the shoreline rip rap and vegetation.

Response to 35: None.

- 36.** Air Emissions. Provide a list of and a copy of all Air permits issued to each Facility and a copy of all sampling data for air emissions from the Facility.

Response to 36: None.

37. Environmental Permits.

- a) Provide a list of all local, state and federal environmental permits which have been applied for or issued to the Company with respect to each Facility for any media, e.g., for water (including State Pollutant Discharge Elimination System ("SPDES")), air, New York City sewer, Industrial Pretreatment Program (or any other wastewater discharge), excavation and fill in navigable waters, dredging, tidal wetlands, bulkheads, solid waste or hazardous waste, bulk storage, industrial wastewater, etc. under any environmental statute or regulation.

Response to 37.a: With respect to water, see SPDES Report (Exhibit "F.") With respect to solid waste, see DEC Registration, attached as Exhibit "I."

- b) Provide a copy of all waste handling permits issued with respect to operations at each Facility.

Response to 37.b: See DMV Business Certificate (Exhibit "G") and DCA License (Exhibit "D").

- c) Provide a copy of each SPDES permit held by each Facility, whether currently in force or expired. Provide a copy of all correspondence and documents relating to the SPDES permit and the surrender of the permit.

Response to 37.c: See relevant SPDES report for F & P Resources – 1200 Manhattan (Exhibit "F").

- d) Provide a copy of all Discharge Monitoring Reports ("DMR's") applicable to the Company's SPDES permits during the period of the Company's ownership and operation of each Facility.

Response to 37.d: See relevant SPDES report for F & P Resources - 1200 Manhattan Avenue (Exhibit "F").

- e) If the Company contends that they are not required to have SPDES permits or air permits, state the Company's reason for such conclusion and provide a copy of any correspondence with the appropriate governmental permit issuing agencies.

Response to 37.e: See Exhibit "F."

- 38. Ongoing Remediation. Identify and provide a copy of all cleanup agreements with federal, state, or local environmental regulatory authorities to which the Company or either Facility is subject. Identify the status of current on-site remediation systems installed or maintained under oversight of regulatory authorities.

Response to 38: None.

Section 7.0 Persons with Responsibility for Environmental Matters; Insurance and Indemnification

- 39. Persons Having Responsibility for Environmental Matters at each Facility. Identify all individuals who currently have and those who previously have had responsibility for the Company's environmental matters (e.g. responsibility for the disposal, treatment, storage, recycling, or sale of the Company's wastes). Also provide each such individual's job title, duties, dates performing those duties, supervisors for those duties, current position or the date of the individual's resignation or termination, and the nature of the information possessed by such individuals concerning the Company's waste management practices.

Response to 39: In 2012, John-Paul Riccardi and Michael Powers instituted an environmental compliance program at 1200 Manhattan Avenue for F & P Resources. Mr. Riccardi and Mr. Powers work together to ensure that the SPDES and environmental compliance remains actively updated. See the SPDES Report attached as Exhibit "F."

- 40. Insurance and Indemnification:

- a) Provide a schedule of liability insurance policies that may provide coverage to the Company for environmental liability associated with Newtown Creek.

Response to 40.a: Please see the Schedules of Liability Insurance attached as Exhibit "J." The Company's former insurance broker John A. Rocco Co., Inc. is now defunct. Accordingly, the Company is still trying to compile Schedules of Liability Insurance for earlier years.

- b) Identify each entity that may have a duty to indemnify the Company for any potential environmental liability in connection with Newtown Creek, identify the circumstances giving rise to the indemnity, and provide a copy of any document that reflects a requirement to so indemnify the Company.

Response to 40.b: The Company does not believe it has any potential environmental liability in connection with Newtown Creek. However, if it is at any point determined that the Company does have environmental liability in connection with Newton Creek, then the company reserves the right to amend its answer to this request.

- c) Identify each entity that the Company has agreed to indemnify for any potential environmental liability in connection with Newtown Creek. Provide a copy of any document that reflects a requirement to indemnify by the Company.

Response to 40.c: The Company did not agree to indemnify any entities for any potential environmental liability in connection with Newton Creek.

EXHIBIT "A"



☒ [CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

Property Profile Overview

1200 MANHATTAN AVENUE

BROOKLYN 11222

BIN# 3063676

ASH STREET 21 - 21
MANHATTAN AVENUE 1178 - 1200

Health Area : 300
Census Tract : 579
Community Board : 301
Buildings on Lot : 1

Tax Block : 2477
Tax Lot : 2
Condo : NO
Vacant : NO

[View DCP Addresses...](#) [Browse Block](#)

[View Zoning Documents](#) [View Challenge Results](#) [Pre - BIS PA](#) [View Certificates of Occupancy](#)

Cross Street(s): ASH STREET, NEWTOWN CREEK SHORELINE

DOB Special Place Name:

DOB Building Remarks:

Landmark Status:		Special Status:	N/A
Local Law:	NO	Loft Law:	NO
SRO Restricted:	NO	TA Restricted:	NO
UB Restricted:	NO		
Little 'E' Restricted:	N/A	Grandfathered Sign:	NO
Legal Adult Use:	NO	City Owned:	NO
Additional BINs for Building:	NONE		
Additional Designation(s):	IBZ - INDUSTRIAL BUSINESS ZONE		

Special District: UNKNOWN

This property is located in an area that may be affected by the following:

Tidal Wetlands Map Check:	Yes	
Freshwater Wetlands Map Check:	No	Click here for more information
Coastal Erosion Hazard Area Map Check:	No	

Department of Finance Building Classification: G7-GARAGE/GAS STAT'N

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open	Elevator Records
Complaints	1	0	Electrical Applications
Violations-DOB	0	0	Permits In-Process / Issued
Violations-ECB (DOB)	0	0	Illuminated Signs Annual Permits
Jobs/Filings	0		Plumbing Inspections
ARA / LAA Jobs	0		Open Plumbing Jobs / Work Types
Total Jobs	0		Facades
Actions	2		Marquee Annual Permits
OR Enter Action Type: <input type="text"/>			Boiler Records
OR Select from List: <input type="text" value="Select..."/>			DEP Boiler Information
AND <input type="text" value="Show Actions"/>			Crane Information
			After Hours Variance Permits

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 8th day of February, nineteen hundred and ninety-five
BETWEEN
HENRY B. FULTON and INEZ FULTON, his wife, residing at 902 Shore
Road, Douglaston, New York 11363

party of the first part, and

MASLUP REALTY CORP., a New York corporation, with its principal
office at 902 Shore Road, Douglaston, New York 11363

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Annexed "Schedule A"

Subject to existing mortgage made by Henry R. Fulton and Inez Fulton to Madeline De Filippis in the amount of \$100,000.00 dated 4/14/14 recorded 4/15/14 in reel 3275 pg. 566. Being a remaining principal balance of \$100,000.00. Being the same premises as described in a deed to the parties of the first part in Reel 3275 pg 0563

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Philip J. Sullivan

Henry B. Fulton
HENRY B. FULTON

Inez Fulton
INEZ FULTON

This instrument is not to be used as a deed unless it is first duly recorded in the records of the county of New York.

REEL 3621 PG 0435

STATE OF NEW YORK, COUNTY OF Nassau

On the 8th day of February 19 95, before me personally came Henry B. Fulton and Inez Fulton

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

[Signature]

Notary Public, State of New York
My Comm. Expires 12/31/96

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE No. 210850K

HENRY B. FULTON and INEZ FULTON,
his wife

TO

MASLUF REALTY CORP.

SECTION
BLOCK 2477
LOT 2
COUNTY OR TOWN Kings

Recorded At Request of
First American Title Insurance Company of New York
RETURN BY MAIL TO:



Masluf Realty Corp
902 Shore Rd
Douglaston, NY 11363
Zip No.

RESERVATION SPACE FOR USE OF RECORDING OFFICE

REEL 3621 PG 04361

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of Ash Street, distant 168 feet 11-1/2 inches Easterly from the corner formed by the intersection of the Easterly side of Manhattan Avenue with the Northerly side of Ash Street;

RUNNING THENCE Easterly along the Northerly side of Ash Street, 49 feet 6-1/2 inches;

THENCE Northerly at right angles to Ash Street, 343 feet 8 inches to the pierhead and bulkhead line of Newtown Creek established by the Secretary of War, July 1916;

THENCE Westerly along said pierhead and bulkhead line, 64 feet 7-7/8 inches to the Easterly side of Manhattan Avenue;

THENCE still Westerly along said pierhead and bulkhead line, 28 feet 11-1/8 inches to a bend therein;

THENCE Southerly along the Easterly side of Manhattan Avenue, 281 feet 2-1/4 inches;

THENCE Easterly forming an interior angle of 70 degrees 26 minutes 10 seconds with the last mentioned course, 131 feet 2-1/8 inches;

THENCE Southeasterly forming an interior angle of 225 degrees 02 minutes 35 seconds with the last mentioned course 10 feet 4-1/4 inches;

THENCE Southerly at right angles to Ash Street 77 feet 4-7/8 inches to the Northerly side of Ash Street, at the point or place of BEGINNING.

For conveyancing only.
if intended to be conveyed.

{ Together with all right, title and interest of, in and to any streets and
{ roads abutting the above described premises, to the center line thereof.

CITY REGISTER RECORDING AND ENDORSEMENT PAGE

- KINGS COUNTY -

(This page forms part of the Instrument)

REEL 3821 PG 0438

Ref 3621 PG 0438

Block(s) 2477
 Lot(s) 2

Record & Return to: Masfuf Realty Corp c/o Fulton
902 Shore Rd Douglaston NY 11363
 Title/Agent Company name: North Shore Abstract
 Title Company number: N10850K

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (s): _____

Mtge Tax Serial No. _____
 Mtge Amount \$ _____
 Taxable Amount \$ _____

Exemption (s) YES ☐ NO ☐

Type: [330EE] [255] [OTHER _____]

Dwelling Type: [1 to 2] [3] [4 to 6] [OVER 6]

TAX RECEIVED ON ABOVE MORTGAGE ▼

County (basic) \$ _____
 City (Add'l) \$ _____
 Spec Add'l \$ _____
 TASF \$ _____
 MTA \$ _____
 NYCTA \$ _____
 TOTAL TAX \$ _____

Apportionment Mortgage (s) YES ☐ NO ☐

Jay A. Bobrow, City Register

City Register
Serial Number

654462

Indexed By (s): _____ Verified By (s): _____

Block(s) and Lot(s) verified by (s): 2

Address 7 Tax Map ☐

Extra Block(s) _____ Lot(s) _____

Recording Fee A \$ 37
 Affidavit Fee (C) \$ _____
 TP-584/582 Fee (Y) \$ 4-1
 RPTT Fee (R) \$ 25
 HPD-A ☐ HPD-C ☐

New York State Real Estate Transfer Tax ▼
 \$ 800

Serial Number 006804

New York City Real Property Transfer Tax
 Serial Number 18500

New York State
 Gain Tax
 Serial Number _____

PAID BK02 882459
 PAID GANFF 882459

PAID BK02 882458
 PAID DEED 882458

12-12-95

RECORDED IN KINGS COUNTY
OFFICE OF THE CITY REGISTER

1995 DEC 12 A 10 15

Witness My Hand and Official Seal

J. A. Bobrow
 City Register

City Register

CRGR189K BPG 1/83

EXHIBIT “B”

MASLUF REALTY CORP. ("Landlord")

AND

T&T SCRAP METAL ("Tenant")

* * * * *

NET NET NET LEASE

* * * * *

PREMISES: 1200 Manhattan Avenue
Brooklyn, New York
BLOCK 2477, LOT 2

DATE: January 1, 2012

made by and between **MASLUF REALTY CORP.**, having an address at 1166 Manhattan Avenue, Brooklyn, New York 11222 (hereinafter called "Landlord") and **T & T Scrap LLC** having an address at 200 Chambers Street, New York, NY 10007 (hereinafter called "Tenant").

W I T N E S S E T H :

1. Lease of Demised Premises. Landlord, in consideration of the rent hereinafter reserved and of the terms, covenants, agreements and conditions on the part of the Tenant to be paid, observed and performed, hereby demises and leases to Tenant, and Tenant hereby hires and takes from Landlord, upon and subject to the terms of this lease, premises known as **1200 Manhattan Avenue** Brooklyn, New York, more particularly designated as **BLOCK 2477** , **LOT 2** (the "demised premises"), at the basic net rent (as defined in Paragraph 5 hereof) and additional rent set forth in this lease, and upon and subject to the various terms and conditions set forth herein.

2. Term. The term of this lease shall be for a period of **TEN (10) YEARS**, to commence on the 1st day of **January, 2012** (the "Commencement Date") and to terminate on the 31st day of **December, 2022**, unless sooner terminated pursuant to the provisions of this lease or at law.

3. Net Net Net Lease.

(a) It is the purpose and intent of the Landlord & Tenant that the basic net rent shall be absolutely net to Landlord so that this lease shall yield net to Landlord, during the term hereof, the basic net rent, and that Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever relating to the demised premises, or any part thereof and including, but not limited to, real estate taxes, water and sewer charges, insurance premiums, and all utilities, which may arise or become due during the term and which, except for the execution and delivery hereof, would or could have been payable by Landlord.

nor shall Tenant be entitled to any abatement, reduction, setoff, counterclaim, defense or deduction with respect to any basic net rent, additional rent or other sums payable hereunder, except as specifically provided for herein.

4. Use. Tenant may use and occupy the demised premises for the processing and recycling of scrap metal, and any other use in conformity with the certificate of occupancy or zoning laws.

5. Basic Net Rent. The annual rent payable for the term of the Lease shall be as follows:

Commencing January 1, 2012 to December 31, 2013 is \$120,000.00 per annum, payable in equal monthly installments of \$10,000.00;

Commencing January 1, 2014 to December 31, 2015 is \$126,000.00 per annum, payable in equal monthly installments of \$10,500.00;

Commencing January 1, 2016 to December 31, 2017 is \$132,000.00 per annum, payable in equal monthly installments of \$11,000.00;

Commencing January 1, 2018 to December 31, 2019 is \$138,000.00 per annum, payable in equal monthly installments of \$11,500.00;

Commencing January 1, 2020 to December 31, 2021 is \$144,000.00 per annum, payable in equal monthly installments of \$12,000.00;

Tenant agrees to pay the rent and any additional rent due for the demised premises in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment in equal monthly installments, in advance, on the first day of each month during the said term, at the office of the Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever.

6. (a) Late Charges - If the Tenant shall fail to pay when due any installment of rent or any payment of additional rent, Tenant shall pay a late charge equal to five (0.05¢) cents for each dollar unpaid for each month, or portion thereof, that such installment or payment is unpaid, from the date when such installment or payment shall have become due to the date of the payment thereof, and the amount of such late charge shall be deemed additional rent. Payments received by the Landlord within

(b) Bounced Check Charges - In the event Tenant's rent payment is made by check and that check is not paid by Tenant's bank, there shall be a bounced check charge of Fifty Dollars (\$50.00) for each check unpaid. Such charge shall be deemed additional rent and shall be paid within five (5) days of the rendition of a statement thereof. This fee will be in addition to the late charge fee set forth in (a).

7. Additional Rent.

(a) All taxes, sums, costs, and other expenses which Tenant, in any of the provisions in this lease, assumes or agrees to pay, shall be treated as additional rent due hereunder and in the event of any non-payment thereof, Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided herein or by law in the case of non-payment of basic net rent. If Tenant shall default in making any payment of basic net rent or additional rent, and such default shall continue for fifteen (15) days after notice, or if Tenant shall default in complying with any other agreement, term, covenant or condition hereof, and such default shall continue for thirty (30) days after notice, or if the said default or omission complained of shall be of a nature that same cannot be completely cured or remedied within said thirty (30) day period, and if Tenant shall not have diligently commenced during such default within such thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, Landlord, at its option, may, but not be obligated to, make any such payment or comply with any such agreement, term, covenant or condition, and the amounts expended by Landlord shall become due and payable by Tenant as additional rent together with the next succeeding installment of basic net rent which shall become due after such expenditure by Landlord.

(b) If any tax, sum, cost or expenses is disputed in good faith the Tenant may pay the undisputed portion and will not be deemed to be in default until the dispute is resolved or adjudicated between the parties.

(c) In any action or proceeding instituted by Landlord for the collection of any basic net rent and/or additional rent or other sums due hereunder, or for the enforcement of any of the provisions hereof relating to Tenant's payment of any rent and/or additional rent, or other sums due hereunder, the reasonable attorneys' fees, costs and disbursements incurred by Landlord in connection with such action or proceeding shall be paid by Tenant, if Landlord prevails in the proceedings, and may be included

to reasonable attorneys' fees, costs and disbursements incurred therein.

8. Taxes and Other Charges.

(a) Tenant agrees to pay, as additional rent, all real estate taxes on the property. The Tenant shall pay said real estate taxes when due, as billed by the City of New York. Should any billings be received by the Landlord after the commencement of a tax year for additional tax due, upon receipt by the Tenant, Tenant shall make payment of such bill when due. Copies of the real estate tax bill rendered by the City of New York shall be sufficient evidence of the amount of taxes due.

(b) Tenant, during the term of this lease, shall pay as additional rent, all other Impositions (as hereafter defined) directly to the appropriate municipality, agency or utility company, as the case may be, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof. As used herein, the term "Impositions" shall include all taxes, assessments, water and sewer rents, rates and charges, vault and license fees, permit fees, excises, levies, present and future *ad valorem* real estate taxes assessed against the demised premises, and all other governmental impositions and charges of every kind and nature whatsoever, general as well as special, extraordinary as well as ordinary, foreseen as well as unforeseen, and each and every installment thereof which shall, during the term, be charged, laid, levied, assessed, imposed or become liens upon, for, or become due and payable out of or in respect of the demised premises or any part thereof, or estate or interest therein, or any appurtenances or equipment thereon or therein or any part thereof, or the sidewalks or streets in front of or adjoining the demised premises, any occupancy, use or possession thereof, and all taxes and other sums charged, laid, levied, assessed or imposed in lieu of or in addition to the foregoing, together with all interest and penalties thereof, under or by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of all governmental authorities whatsoever, and all other fees, charges or assessments of every character and description whatsoever, for water, steam, heat, gas, hot water, electricity, light and power, and other utility service or services, furnished to the demised premises or the occupants thereof during the term, and all fees, assessments and charges of public and governmental authorities, of every character and description whatsoever, for construction, maintenance, occupation or use during the term of this lease. Assessments which are

charges shall be paid by Landlord as the same shall become due and payable.

(c) All Impositions which shall become payable during each of the calendar or fiscal years, as the case may be, during the term hereof, shall be paid by Tenant as the same shall become due and payable. Any assessments for any years in which the term herein originally demised commences and in which such term terminates, shall be apportioned pro-rata between Landlord and Tenant in accordance with the respective portions of each such year during which such term shall be in effect.

9. Tenant Improvements.

(a) Tenant shall have the right to make any and all lawful improvements and renovations to the demised premises, provided that it obtains the consent of the Landlord, which consent shall not be unreasonably delayed or withheld. Any such improvements shall be constructed in accordance with the then applicable legal requirements, shall not diminish the value of the demised premises, and shall be made with all permits and approvals of governmental authorities, where applicable, as provided for at Paragraph "10" herein.

(b) Tenant shall, at all times during the term hereof, and at its own cost and expense, keep and maintain in reasonable repair and order, subject to reasonable wear and tear, the demised premises, both interior and exterior, structural and nonstructural, howsoever the necessity or desirability therefor may occur, and shall use reasonable precautions to prevent waste, damage or injury thereto. Tenant shall also, at its own cost and expense, keep, replace and maintain in thorough repair and good order and safe condition, and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, gutters and curbs, whether included within the demised premises or located in front of and adjacent to the demised premises. In the event that Tenant shall fail to comply with the obligations on its part to be performed pursuant to this Paragraph "9", Landlord may, after ten (10) days' prior written notice to Tenant (except in the case of an emergency), make such necessary repairs, alterations and replacements (structural, nonstructural or otherwise), and any charge or cost so incurred by the Landlord shall be payable by Tenant as additional rent, together with the installment of basic net rent next becoming due or thereafter falling due under the terms of this lease.

has given its written approval to such sketches or plans, which written approval shall not be unreasonably withheld.

Before commencing any alterations or renovations to the demised premises, the Tenant shall deliver to the Landlord a certificate evidencing the existence of Workers Compensation Insurance and liability insurance covering the Tenant and the Landlord against death or injury to person or damage to property occurring in or about the demises space, or in connection with the said repairs or alterations. Such liability insurance shall be in the sum of not less than \$1,000,000.00 for death or personal injury, and \$100,000.00 for property damage.

(c) Tenant shall indemnify and save Landlord harmless from and against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, suffered or incurred by Landlord as a result of Tenant's failure to comply with the foregoing, and Tenant shall not call upon Landlord for any disbursement or outlay whatsoever in connection therewith unless such alterations are required as a result of Landlord's actions or inactions prior to the date hereof, in which event Landlord shall perform such alterations within a reasonable period after demand therefor by Tenant.

(d) Except as provided in the final sentence of 9(c) hereof, Landlord shall not be required to make any alterations, re-buildings, replacements, changes, additions, improvements or repairs to any building or other improvements located on the demised premises or the sidewalks and alleys adjoining the same, and shall not be required to furnish thereto any facilities or services of any kind or nature whatsoever, including, without limitation, any water, steam heat, gas, hot water, electricity, light or power.

(e) The parties acknowledge that Tenant may, at its sole cost and expense, contract with other persons or entities to perform all or some of the repair and maintenance obligations on the part of Tenant to be performed pursuant to this Paragraph 9.

10. Liens.

(a) Except as may be specifically provided for herein, Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of

made to the demised premises, or labor performed or material furnished therein, hereon, or thereto, neither Landlord nor the demised premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuildings, replacements, changes, additions, improvements, and repairs and labor and material shall be made, furnished and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material.

(b) If, because of any act or omission, or alleged act or omission, of Tenant, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised premises or against Landlord (whether or not such lien, charge or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within thirty (30) days after notice to Tenant of the filing thereof, and Tenant shall indemnify and save Landlord harmless from and against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, incurred or suffered by Landlord in connection therewith and with the removal of the same.

(c) Nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the demised premises or any part thereof.

11. Requirements of Public Authorities and Insurance Requirements.

(a) During the term of this lease, Tenant shall, at its sole cost and expense, observe and comply with all present and future laws, statutes, codes, acts, ordinances, requirements, orders, directions, rules, injunctions, permits, licenses, decrees and regulations (hereinafter referred to as "Requirement" or "Requirements") which affect the conduct of Tenant's business at the demised premises as well as the structural portions of the demised premises and which do not arise as a result of Landlord's actions or inactions prior to the date hereof, in which latter event Landlord shall promptly comply with such Requirement, of

applicable to the structural portions of the demised premises or appurtenances or any part thereof (including any street, alley, passageway, sidewalk, curb, gutter, vault and vault space adjoining the demised premises or any part thereof), or any use, manner of use or condition of the demised premises or any part thereof, or Tenant's and other occupants' use thereof; and (ii) the terms and conditions of all insurance policies maintained in respect of the demised premises and Tenant's operations thereat, as well as the sidewalks, alleys, vacant lots, and all other areas adjoining thereto, and of all insurance companies writing policies covering the demised premises or any part thereof and Tenant's operations thereat, whether or not such Requirements are ordinary or extraordinary, foreseen or unforeseen, to, or in and about the demised premises, and whether the same are in force at the commencement of the term or hereafter enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Paragraph 11.

(b) Tenant shall have the right to contest, by appropriate proceedings diligently conducted in good faith in the name of Tenant, the validity or application of any Requirement, and Tenant shall also have the right (except in case of any emergency) to delay compliance therewith until the final determination of any such proceeding, provided such contest or delay in compliance will not subject Landlord to any criminal liability for failure so to comply therewith or violate the provisions of any mortgage encumbering all or a portion of the demised premises.

(c) Landlord shall not be required to join in any proceeding referred to in this Paragraph 11 unless the provisions of any applicable law, rule or regulation, at the time in effect, shall require that such proceeding be brought by and/or in the name of Landlord, in which event Landlord shall join in such proceeding or permit the same to be brought in its name, but Tenant shall reimburse Landlord for any reasonable out-of-pocket expenses incurred by Landlord in connection therewith (including reasonable attorneys' fees and disbursements).

insurance, at its own cost and expense, which shall keep any building and/or other improvements located on the demised premises and equipment on, in or appurtenant thereto at the commencement of the term, including all alterations, replacements, changes, additions and improvements, insured for the benefit of Landlord for the real property and improvements, and Tenant, as additional insured, and the holders of any mortgages on the demised premises, as their respective interests may appear, against loss or damage by fire, casualty and all risks comprehensive, with the so-called extended coverage endorsements on fire policies, other hazards, and similar insurance as may from time to time be required by the holder of any mortgage to which this lease is subordinate, all such insurance to be in an aggregate amount which shall not be less than the minimum amount necessary to avoid the effect of co-insurance provisions of the policies.

(b) Tenant shall obtain, provide and keep in force, for the benefit of Landlord and the holders of any mortgage, public liability insurance policies protecting Landlord against any and all liability, in the amount of not less than \$2,000,000.00 in respect of any one occurrence, and in the amount of not less than \$1,000,000.00 in respect of property damage. Such policies shall cover any and all building or improvements as well as the sidewalks and alleys in front thereof and adjacent thereto;

All of the aforesaid policies shall be with such limits and with such coverage as Landlord, in its reasonable discretion, shall deem adequate for its protection. No part of such insurance shall be for the benefit of the Tenant.

Tenant shall deliver to Landlord a certificate of insurance evidencing that insurance has been obtained. Upon request of Landlord, copies of all insurance policies to be provided pursuant to this lease, with receipt evidencing payment of the premiums thereon, shall be delivered to Tenant by the Landlord.

(c) Tenant and Landlord shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss, and Landlord and Tenant shall execute such proofs of loss and other instruments as may be required for the purpose of obtaining the recovery of any such insurance monies. All insurance proceeds shall be paid as hereinafter provided.

13. Surrender.

Landlord the demised premises in reasonably good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings, occupancies, liens and encumbrances other than encumbrances, if any, existing at the date hereof or created by Landlord. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the demised premises on the expiration of the term hereof.

(b) On the expiration of the term or renewal thereof, or upon any earlier termination of the lease, or upon re-entry by Landlord upon the demised premises, Tenant shall deliver to Landlord any service and maintenance contracts then affecting the demised premises, true and complete maintenance records for the demised premises, all original licenses and permits then pertaining to the demised premises, and all warranties and guarantees then in effect which Tenant has received in connection with any work or services performed at, or equipment installed on, the demised premises, together with a duly executed assignment thereto to the Landlord, all financial reports, books and records, and any and all other documents of every kind and nature whatsoever relating to the demised premises.

14. Entry. Tenant further agrees that it will permit Landlord, its agents, servants or employees, to enter the demised premises at all reasonable times to examine, inspect or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs as Landlord may deem necessary, or to exhibit the same to prospective tenants during the last three (3) months of the term of this lease.

15. Tenant's Risk. All personal property of Tenant contained in the demised premises shall be at the sole risk of the Tenant. The obligation of Tenant hereunder shall not be abated or reduced by reason of, nor shall Landlord be liable for the interruption or curtailment of any utility or other services provided to the demised premises, or any injury or damage to employees, invitees, occupants or persons in or of the demised premises, or to the property of Tenant resulting from the use of water, steam, the heating, electrical or plumbing fixtures, or for any other cause whatsoever. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of such damage or injury. Landlord shall not be liable in damages, nor shall this lease be affected, for conditions arising or resulting from and which may affect any building or improvements at any time comprising a portion of the demised premises.

harmless Landlord from and against all cost, expenses, liability, losses, damages, injunctions, suits, fines, penalties, claims and demands of every kind and nature, including reasonable counsel fees and disbursements, by or on behalf of any person, party or governmental authority whomsoever, arising out of any accident, injury or damage which shall happen in, or about the demised premises or appurtenances thereto, and on or under the streets, sidewalks, or curbs in front of or adjacent thereto, however occurring, and for any matter or thing growing out of the condition, occupation or operation of the demised premises, or of any part thereof, and/or of the streets, sidewalks or curbs appurtenant or adjacent to the demised premises during the term of this lease.

Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the demised premises. Landlord shall not be liable for any accident or injury to any person or persons or property in or about the demised premises which are caused by the conduct and operation of said business or by virtue of equipment or property of Tenant in said demised properties, except if caused by Landlord's actions or inactions prior to the date hereof.

17. Default; No Waiver.

(a) In the event that (i) Tenant shall fail to pay the basic net rent or any installments thereof as aforesaid, and/or any additional rent at the time the same shall become due and payable as is herein provided, within five (5) days after notice of such default; or (ii) Tenant shall violate or fail to neglect to keep and perform any of the covenants, conditions and agreements herein contained on the part of the Tenant to be kept and performed and such failure shall continue for thirty (30) days after notice thereof, or if reasonable steps to cure are not commenced within that period and diligently pursued if the default cannot be cured within thirty (30) days, then and in each and every event (a "Default") from thenceforth, and at all times thereafter until such Default shall be cured, if at all, at the option of Landlord and upon written notice from Landlord, Tenant's right of possession shall cease and terminate on the date specified in such notice, and Landlord shall be entitled to the possession of the demised premises by process of law and to the right to receive all rental income again, any notice to quit or of intention to re-enter the premises with notice of the same being hereby expressly waived by Tenant.

settlement thereof shall be made, such compromise or settlement shall not constitute a waiver of any breach of any covenant, condition or agreement herein contained, except as included in such settlement, and no waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of this lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing, signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of basic net rent or additional rent herein stipulated shall be deemed to be other than on account of the earliest stipulated basic net rent or additional rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as basic net rent or additional rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease.

(c) In the event of any breach or threatened breach by Tenant of any covenants, agreements, terms and conditions contained in this lease, Landlord shall be entitled to enjoin such breach or threatened breach, and shall have the right to invoke any right and remedy allowed at law or in equity, or by statute or otherwise as through re-entry, summary proceedings and other remedies not provided for in this lease.

18. Damage or Destruction.

(a) If the building or the premises shall be damaged or destroyed during the term by fire or other casualty covered by insurance then carried, Landlord, pursuant to Paragraph 12 shall hold the proceeds in trust for the purposes of restoring the Premises for occupancy by Tenant in the same or better condition that existed prior to the casualty.

(b) If the building shall be damaged or destroyed to the extent of between 40% to 50% of the then replacement value thereof, exclusive of foundations, by any cause, or should the damage be occasioned by a casualty for which there was no insurance, the Landlord shall have the right to terminate this lease on written notice to Tenant served within thirty (30) days after such damage or destruction.

(c) If the building shall be damaged or destroyed to the extent of more than 50% of the then replacement value

destruction.

(d) If this lease shall not be terminated as in this Paragraph 20, Landlord shall restore the building and the premises, and subparagraphs (a) and (b) of this Paragraph 20 shall be applicable.

(e) If the building shall be totally damaged or destroyed, and if the Landlord shall not commence construction within ninety (90) days of the date of the damage or destruction, or substantially complete construction so that the premises may be occupied within six (6) months after casualty, the Tenant may cancel the lease.

(f) If at the time of the fire, loss or destruction Landlord is unable to rebuild because (i) any governmental bureau, department or subdivision thereof shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of the building, or (ii) Landlord is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, etc., and such disability shall continue for three (3) months, either party may cancel this lease upon giving written notice to the other.

(g) Tenant hereby waives any and all rights granted by Section 227 of the Real Property Law of the State of New York or any other law of like import now or hereafter enacted.

19. Subordination. This lease shall be subject and subordinate to all mortgages which may now or hereafter affect the demised premises and to all renewals, modifications, consolidations, replacements and extensions of any such mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgage affecting the demised premises. In confirmation of such subordination, Tenant shall execute promptly any certificate that landlord may request. The Landlord represents that there are no mortgages of record encumbering the premises.

20. Compliance with Mortgages.

(a) Tenant covenants and agrees that it will duly and punctually observe, perform and comply with all of the terms, covenants and conditions which are commercially reasonable,

in this lease, and Tenant further covenants that it will not, directly or indirectly, do any act or suffer or permit any condition or thing to occur which would or might constitute a default under any mortgage. If Tenant fails to perform said act or do said thing within the time required thereunder, such failure shall be deemed a Default under this lease, entitling Landlord to exercise all remedies available to it under law, equity and/or this lease.

(b) Anything in this lease contained to the contrary notwithstanding, (i) in any case where under the terms of provisions of any mortgage to which this lease is or shall be subject and subordinate the consent or approval of the holder of such mortgage is required with respect to any act which Tenant desires or is hereunder entitled to perform, Tenant shall not perform the same and shall not be entitled to perform the same, unless and until the consent or approval with respect thereto of such holder shall have been obtained, and (ii) in any case where Landlord has agreed hereunder not unreasonably to withhold Landlord's consent or approval with respect to any matter which, the terms of any mortgage to which this lease is or shall be subject to, Landlord shall in no event be deemed to have acted unreasonably if it grants such consent or approval subject to and on the condition that the holder of such mortgage shall also grant such consent or approval.

(c) Upon the request of the holder of any mortgage encumbering the demised premises, Tenant shall execute an amendment to this lease, in form and substance requested by the holder of such mortgage, provided that such amendment does not materially adversely affect Tenant's right hereunder, increase the basic net rent and/or additional rent payable by Tenant, or substantially increase Tenant's obligations hereunder.

(d) In the event a mortgage is made by the Landlord, the Landlord will obtain a non-disturbance clause from the mortgagee so that the Tenant's rights will not be affected.

(e) In the event a mortgage is obtained, and the Landlord defaults in the payment of the mortgage installments, after notice of default given to Tenant, the Tenant may cure the default by making appropriate mortgage payments to the mortgagee. Any payments made by the Tenant shall be an offset against future rental payments due and owing to the Landlord.

a taking or a constructive taking, whole, total, partial, actual or taking on of the fee title to the demised premises in condemnation proceedings, or by any right of eminent domain (hereinafter referred to as the date title vests), adjustments shall be made as of the date title vests pursuant to such taking, and the basic net rent and other charges payable by Tenant shall be apportioned and paid to the date of such taking.

(b) In the event of a taking, the lease shall terminate on the date of said vesting, and the Tenant shall be entitled to the value of the improvements to the property.

22. Successors and Assigns. It is agreed that all rights, remedies and liabilities herein given to or imposed by either of the parties hereto shall extend to their respective heirs, executors, administrators, successors and assigns, except as limited herein.

23. Holding Over.

(a) The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender the demised premises will be substantial, will exceed the amount of monthly installments of basic net rent theretofore payable hereunder, and will be impossible of accurate measurement. Tenant therefore agrees that if possession of the demised premises is not surrendered to Landlord upon the expiration or earlier termination of the term of this lease, then and in such event, Tenant shall pay Landlord, as liquidated damages for each month and for each portion of any month during which Tenant holds over in the demised premises after the expiration or termination of the term of this lease, a sum equal to two (2) times the average basic net rent and additional rent which was payable by Tenant per month under this lease during the last six (6) months of the term hereof. The provisions of this subparagraph will not limit, reduce or otherwise affect the liability of Tenant under any provisions herein contained.

24. Notices. All notices required or desired to be given hereunder by either party to the other shall be deemed given if sent by certified or registered mail, return receipt requested, postage prepaid. Notices to the respective parties shall be

If to Landlord:

Masluf Realty Corp.
1166 Manhattan Avenue
Brooklyn, New York 11222

If to Tenant:

T & T SCRAP METAL
4-74 38th Avenue, #31H
Long Island City, New York 11109

Either party may, by like written notice, designate a new address to which said notices shall be directed.

25. Landlord's Interest. If all or part of the Landlord's interest in this lease or in the demised premises shall be held or owned (directly, indirectly or beneficially) by or for any individual, partnership, tenancy-in-common, joint venture, corporation or trust, it is agreed that no such owner, joint tenant, beneficiary, trustee, shareholder or corporate party shall be personally responsible or liable with respect to any of the covenants, conditions or provisions of this lease to be performed by Landlord.

26. Broker. Tenant warrants and represents that it has not dealt with any broker or salesman in connection with the within transaction.

27. Quiet Enjoyment. Landlord covenants that as long as Tenant is not in default under this lease, Tenant may peaceably and quietly enjoy the demised premises, subject, nevertheless, to the terms and conditions of this lease.

28. Tenant's and Landlord's Certificate.

(a) Tenant shall, without charge, at any time and from time to time, within twenty (20) days after request by Landlord, certify by written instrument, duly executed, acknowledged and delivered to Landlord or any other person, firm or corporation

force and effect, or, if there have been any modifications, that the same is in full force and effect as modified, and stating the modification;

[ii] whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof, and any modifications hereof upon the part of the Tenant to be performed or complied with, and, if so, specifying the same;

[iii] the date, if any, to which the basic net rent, additional rent and other charges hereunder have been paid; and

[iv] that there are no conditions or events which constitute a default of Landlord's obligations under this lease, or which, but for the passage of time, would constitute a default of Landlord's obligations under this lease, or if such condition or event exists, specifying the nature thereof.

(b) Landlord shall, without charge, at any time and from time to time, within ten (10) days after request by Tenant, certify by written instrument, duly executed, acknowledged and delivered to Tenant or any other lender, mortgagee, person, firm or corporation specified by Tenant:

[i] that this lease is unmodified and in full force and effect, or if there have been any modifications, that the same is in full force and effect as modified, and stating the modifications;

[ii] that Landlord knows of no condition or event which constitutes a default of Tenant's obligations under this lease, or if Landlord knows of any such condition or event, specifying to the best of Landlord's knowledge the nature thereof; and

[iii] the date, if any, to which the basic net rent, additional rent and other charges hereunder have been paid in advance.

29. Severability of Covenants.

(a) Each covenant and agreement contained in this lease shall be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement

(b) If any provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this lease shall be valid and shall be enforceable to the fullest extent permitted by law.

30. Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties shall and they thereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease and/or Tenant's use or occupancy of the demised premises.

31. Marginal Notes. The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or interest of this lease nor in any way affect this lease.

32. Relationship of Parties. The relationship between the parties hereto shall be that of Landlord and Tenant and nothing herein contained shall be construed to change or modify the relationship so as to make Landlord and Tenant partners or joint venturers.

33. Survival of Obligation. Whenever the performance or discharge of any duties or obligations on the part of Landlord or Tenant reasonably contemplates such performance or discharge after the termination of this lease, such duties and obligations shall survive any expiration or sooner termination of this lease.

34. Landlord's Consent. It is understood and agreed that in each event that Landlord's prior consent is required pursuant to the terms of this lease, such consent shall not be unreasonably withheld.

premises in its "AS IS" condition on the commencement date of this lease, it being expressly understood and agreed that Landlord shall not be required to perform any demolition, construction, improvement, alteration or work at the premises. Tenant acknowledges that Landlord has made no representations as to the condition of the premises or of any equipment or facilities located within or appurtenant thereto, or as to its fitness or sufficiency for Tenant's requirements, or as to any defects, latent, patent or otherwise.

36. Security Deposit. The Tenant shall deposit with the Landlord the sum of \$5,334.00 as security deposit for the full and faithful performance and observance by Tenant of the terms, covenants and conditions contained in this lease which are the obligations of the Tenant.

In the event the Tenant defaults in the performance and observance of any of the terms, covenants and conditions contained in this lease, including the payment of basic net rent and/or additional rent, Landlord may use, apply or retain the whole or any portion of the security deposit to the extent required for the payment of any basic net rent and/or additional rent, or any sum as to which Tenant is in default, or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including any damages or deficiency in the re-letting of the demised premises, whether such damages or deficiency accrue before or after summary proceeding or other re-entry by Landlord. In the case of every such use, application or retention of any such sum, Tenant shall, on demand, pay to Landlord the sum so used, applied or retained, which shall be added to the unused portion of the security deposit so that the same shall be restored to equal two months' rent. In the event that Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this lease, the security deposit or the unused portion thereof, shall be returned to Tenant within a reasonable time after the expiration of this lease, and after delivery of exclusive possession of the demised premises to the Landlord. In the event of a sale or leasing of the demised premises by the Landlord, Landlord shall have the right to transfer the security deposit to the vendee or lessee, and Landlord shall, *ipso facto*, be released by Tenant from all liability for the return of the security deposit, and Tenant agrees to look solely to the new landlord for the return of the security deposit. The provisions hereof shall apply to every transfer or assignment made of the security deposit to a new

shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

37. Miscellaneous.

(a) The captions of this lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this lease or in any way affect this lease.

(b) If any provision of this lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this lease, and the application of such provision to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

39. Pronouns. Feminine or neuter pronouns shall be substituted for those masculine form, and plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions. The Landlord herein, for convenience, has been referred to in neuter form.

40. Applicable Law. This lease and any amendments thereto shall be governed and construed in accordance with the laws of the State of New York.

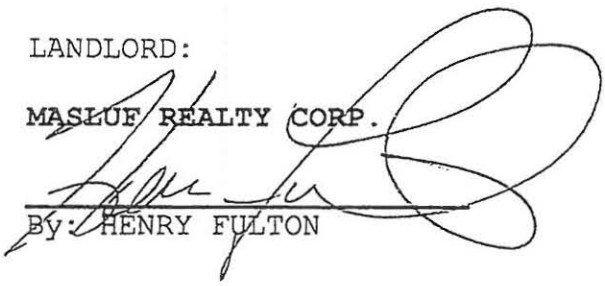
41. Entire Agreement. This lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained or referred to in this instrument shall have any force or effect. This lease shall not be modified in any way except by a writing subscribed by both parties hereto. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the covenants or conditions of this lease in any one or more instances shall not be construed as a waiver or relinquishment for the future of any of such covenants or conditions, but the same shall be and remain in full force and effect. No waiver of any provision of this lease shall be deemed to have been made unless in writing and signed by the party to be charged therewith.

set their hand and seals all as of the day and year first above written.

Witness:

LANDLORD:

MASLUF REALTY CORP.


By: HENRY FULTON

Witness:

TENANT:

T & T SCRAP METAL



By: TIMOTHY FULTON

EXHIBIT “C”



Google earth

feet 200
meters 60



EXHIBIT “D”

Document No.

660536

CITY of NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

42 BROADWAY, NEW YORK, NY 10004

The issuance and retention of this license is contingent upon the licensee's compliance with the laws of the State of New York and the City of New York, the rules and regulations of the Department of Consumer Affairs, and the rules and regulations of all Federal, State and City agencies, now in effect or hereafter enacted.

License Type: **FOOD SERVICE**

42-3502-3

License Number: **660536** Code: **1** Class: **1** Subclass: **1** Issued: **01/01/00** Expires: **12/31/00**

Camis-ID: **1** Base License Number: **1** Start-Date: **01/01/00** End-Date: **12/31/00**

Item-count: **1** Number of Plates: **1** Room Capacity: **1** Square Footage: **1**

Entity Name: **1**

Trade-Name (D/B/A):

Premises Address:

Mailing Address:

42 BROADWAY
NEW YORK, NY 10004
TEL: 312-3123


Commissioner of Consumer Affairs

Not transferable without the approval of the Commissioner of Consumer Affairs

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

EXHIBIT “E”



STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

ANDREW M. CUOMO
GOVERNOR

CESAR A. PERALES
SECRETARY OF STATE

July 09, 2012

Mr. Edward A.T. Carr
Environmental Consultant
22 New Harbor Road
Northport, New York 11768

RE: F-2012-0587
U.S. Army Corps of Engineers/New York District Permit
Application - Tim Fulton
Replace two pilings on existing bulkhead. Replace
sheeting between pilings, and two yards of clean backfill.
Newtown Creek, #ADDRESS#, Kings County
No Review Necessary

Dear Mr. Carr:

The Department of State received your Federal Consistency Assessment Form and supporting information On June 15, 2012. From the information submitted, it appears that the proposed activity may be authorized under an existing Corps of Engineers Nationwide Permit #3.

We have determined that the activity would not be undertaken within a State designated Significant Coastal Fish and Wildlife Habitat area or an area covered by an approved Local Waterfront Revitalization Program. Therefore, further review of this project by the Department of State, and concurrence with your consistency certification, is not necessary.

Sincerely,

Jeffrey Zappieri
Supervisor, Consistency Review Unit
Division of Coastal Resources

JZ/dc

cc: COE/York District – Stacey Jensen
DEC Region 2 – John Cryan



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
NEW YORK, N.Y. 10278-0090

APR 10 2012

REPLY TO
ATTENTION OF

Regulatory Branch

Subject: Permit Application Number NAN-2012-00502
by T and T Scrap

Tim Fulton
T and T Scrap
340 Maspeth Avenue
Brooklyn, New York 11211

Dear Mr. Fulton:

On April 30, 2012, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization for the replacement of two (2) 30 ft wooden pilings and the repair of damaged planks. The site is located in the Newtown Creek waterway, in the Town of Brooklyn, Kings County, New York.

Based on the information submitted to this office, [and accomplishment of notification in accordance with the applicable federal requirements], our review of the project indicates that an individual permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 3. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated February 21, 2012 (77 FR 10184). The work may be performed without further authorization from this office provided the activity complies with the permit conditions listed in Section B, Number 3; Section C; any applicable New York District regional conditions; the following special conditions; and any applicable regional conditions added by the State of New York copies enclosed.

Special Conditions

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

(B) This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District.

(C) Care should be taken so that construction materials, including debris, do not enter any waterway to become drift or pollution hazards. You are to contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

Please note that this nationwide permit (NWP) verification is based on a preliminary jurisdictional determination (JD). A preliminary JD is not appealable. If you wish, prior to commencement of the authorized work you may request an approved JD, which may be appealed, by contacting the New York District, U.S. Army Corps of Engineers for further instruction. To assist you in this decision and address any questions you may have on the differences between preliminary and approved jurisdictional determinations, please review U.S. Army Corps of Engineers Regulatory Guidance Letter No. 08-02, which can be found at: <http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl08-02.pdf>

This verification is valid through March 18, 2017, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid for two years from the date of this letter if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the

terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

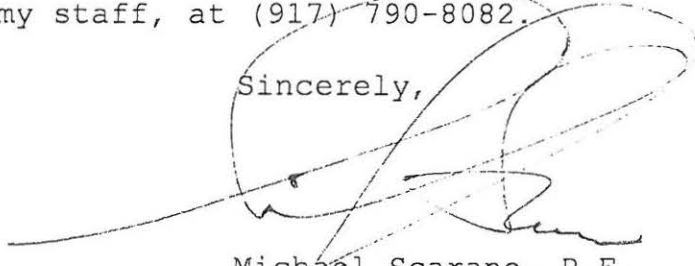
Within 30 days of the completion of the activity authorized by this permit and any mitigation required by this permit, you are to sign and submit the attached compliance certification form to this office.

In order for us to better serve you, please complete our Customer Service Survey located at:
<http://per2.nwp.usace.army.mil/survey.html>

A copy is being furnished to NYSDEC; NYSDOS; and Edward A.T. Carr, 22 New Harbor Rd, Northport, New York 11768.

If you have any questions about this letter, please contact Mellissa Offoha, of my staff, at (917) 790-8082.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Scarano', is written over a large, faint circular stamp. The signature is fluid and cursive.

Michael Scarano, P.E.
Deputy Chief, Regulatory Branch

ATTACHMENT

 APR 10 2012

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): July 23, 2012

B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:
Tim Fulton T and T Scrap; 340 Maspeth Avenue; Brooklyn, New York 11211

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: NAN-2012-00502

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:

(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)

State: New York County/parish/borough: Kings City: Brooklyn
Center coordinates of site (lat/long in degree decimal format):
Lat. 40.44.34°N
Long. 73.57.28° W

Universal Transverse Mercator:
Name of nearest waterbody: Newtown Creek

Identify (estimate) amount of waters in the review area:
Non-wetland waters: 30 linear feet: width (ft) and/or acres.
Cowardin Class: Estuarine
Stream Flow:
Wetlands: acres.
Cowardin Class:

Name of any water bodies on the site that have been identified as Section 10 waters:

Tidal: Newtown Creek
Non-Tidal:

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

- ☒ Office (Desk) Determination. Date: July 23, 2012
☐ Field Determination. Date(s):

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.


2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply

- checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Provided by Edward A.T. Carr on behalf of T and T Scrap
- ☐ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
- ☐ Office concurs with data sheets/delineation report.
- ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps: .
- ☐ Corps navigable waters' study: .
- ☐ U.S. Geological Survey Hydrologic Atlas: .
- ☐ USGS NHD data.
- ☐ USGS 8 and 12 digit HUC maps.
- ☐ U.S. Geological Survey map(s). Cite scale & quad name: .
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation: .
- ☐ National wetlands inventory map(s). Cite name: .
- ☐ State/Local wetland inventory map(s): .
- ☐ FEMA/FIRM maps: .
- ☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☐ Aerial (Name & Date): .
or ☒ Other (Name & Date): .
- ☐ Previous determination(s). File no. and date of response letter: .
- ☐ Other information (please specify): .

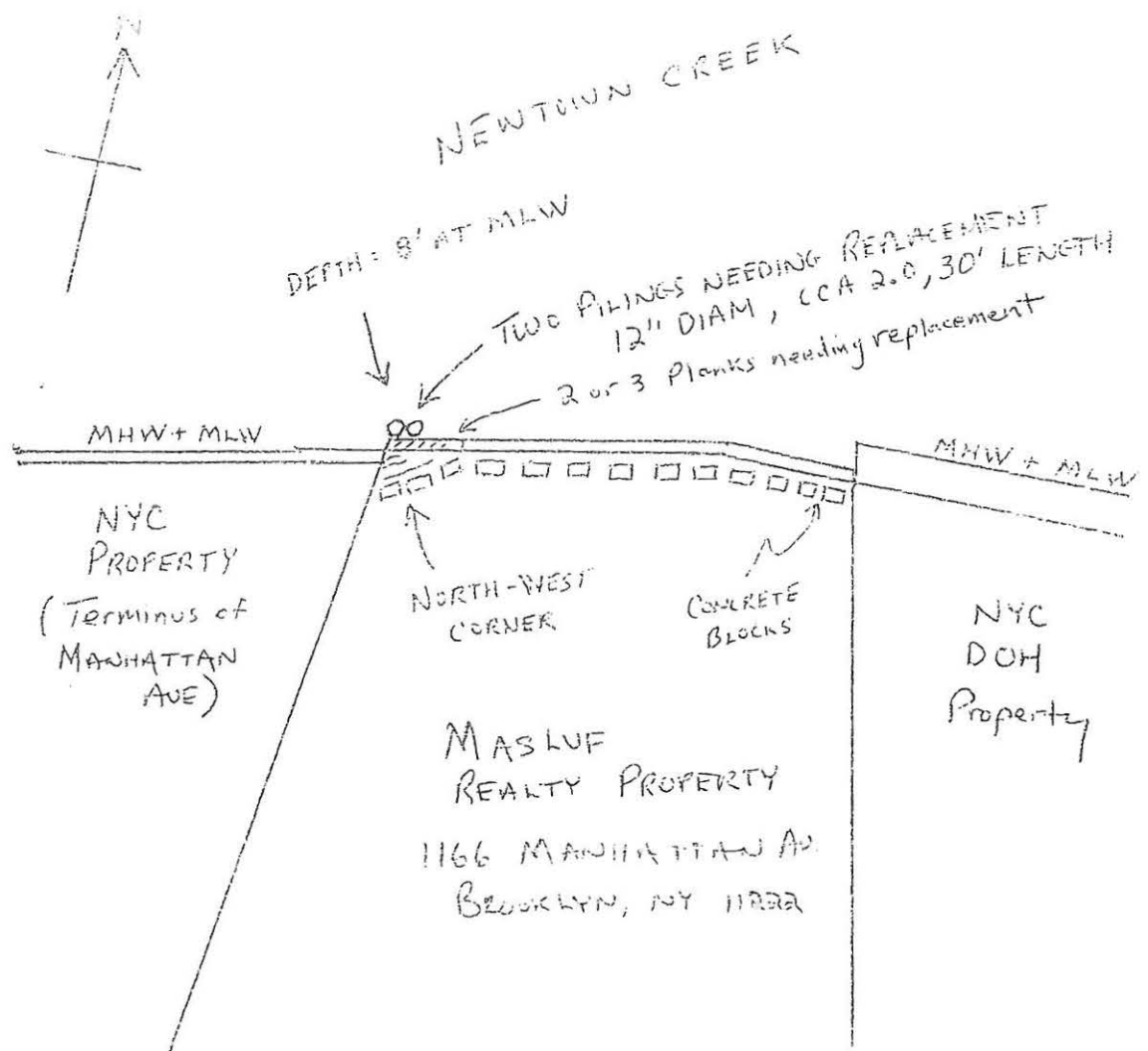
IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.


Melissa Offoha
Signature and date of
Legal Instruments Examiner
(REQUIRED)

Signature and date of
person requesting preliminary JD
(REQUIRED, unless obtaining
the signature is impracticable)

SAMPLE

Site number	Latitude	Longitude	Cowardin Class	Estimated amount of aquatic resource in review area	Class of aquatic resource
1				0.1 acre	section 10 – tidal
2				100 linear feet	section 10 – non-tidal
3				15 square feet	non-section 10 – wetland
4				0.01 acre	non-section 10 – non-wetland



MASLUF BULKHEAD REPAIR
 DR. BY: EDWARD A.T. CARR
 DATE: APRIL 10, 2012

PROPERTY: 1166 MANHATTAN AVE
 BROOKLYN, NY 11222

NOTE: DEPTH AT MLW = 8'
 PILINGs ARE 30' IN LENGTH
 16' ABOVE SEA BED, AND 14' PENETRATION



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
NEW YORK, N.Y. 10278-0090

REPLY TO
ATTENTION OF:
CENAN-OP-RE

NATIONWIDE PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM

Permittee: T and T Scrap Permit No. NAN-2012-00502

Date Permit Issued: APR 10 2012

Location: Town of Brooklyn, Kings County, New York

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below or FAX to (212) 264-4260.

Place Stamp
Here

Department of the Army
New York District Corps of Engineers
Jacob K. Javits Federal Building
ATTN: CENAN-OP-RE
New York, New York 10278-0090

EXHIBIT “F”

2013
ANNUAL COMPREHENSIVE
SITE
&
SPDES COMPLIANCE
EVALUATION



PREPARED BY:
TABS CONSULTING GROUP
FOR

E & P RESOURCES LLC

TABS CONSULTING GROUP

2 52nd Street – Box B11 – Brooklyn, NY 11232
(718) 492-6464 – Fax: (718) 492-4066 – E-mail: metrortk@aol.com

April 8, 2013

F & P RESOURCES LLC
23 Ash Street
Brooklyn, NY 11221

**Re: ANNUAL COMPLIANCE EVALUATION and
STORMWATER POLLUTION PREVENTION PLAN**

The two required reports for your facility, each listed below, have already been filed by TABS CONSULTING GROUP or we expect by yourself to the respective administrative agencies. Those reports are:

- (1) Mandatory Annual Report Including Self-Certification for NYS DEC;
and
- (2) Community “Right-to-Know” for NYC DEP.
(Only if facility based in New York City)

Copies of each of these reports should be placed within your new Orange “ENVIRONMENTAL COMPLIANCE” loose leaf binder if you have not already done so.

Your facility is provided coverage under the State Pollutant Discharge Elimination System (SPDES) General Permit GP-0-12-001, and your facility Permit Number is: NYR – 00 – F108 . This permit which took effect on October 1, 2012 runs until its expiration date of September 30, 2017. In order to be in legal compliance under this Permit your facility is required to complete and timely file the following reports:

- (1) Annual Certification Report – due by March 31st
- (2) Discharge Monitoring Report – due by March 31st

(3) Quarterly visual wet weather inspections

(4) Annual dry weather flow inspection

(5) Annual non-storm water flow evaluation.

MONITORING PROGRAM

Storm water monitoring at your facility allows verification of both the effectiveness of the overall SWPPP – Storm Water Pollution Protection Plan – and the implementation of specific BMPs as outlined in your updated SWPPP and in the State General SPDES Permit. Results of the monitoring plan are instrumental in guiding comprehensive annual evaluations. Results of monitoring and sampling programs showing no pollutants in storm water discharge are a strong indication of the success of the SWPPP. Likewise results showing pollutants will require updating your SWPPP, and might result in further laboratory testing of your storm water.

Qualitative visual wet weather monitoring is required over the life of the SPDES Permit – until September of 2017. Every facility must perform and document at least one dry weather flow inspection each year after at least three (3) consecutive days of no precipitation. When visiting your facility to finalize the SPDES Annual Certification TABS Consulting Group staff completed this inspection for you.

Benchmark analytical monitoring is a requirement of the NYS DEC for all New York auto recyclers, salvage yards, dismantlers and scrap processors and is required annually for the life of the Permit. This refers to the collection and laboratory testing of a storm water sample.

QUALIFYING RAIN EVENTS

Storm water monitoring requires a qualifying rain event in order to provide accurate results. Specifically, samples should be collected when the following conditions exist:

***** There must have been no rain in the previous 3 days (72 hours) of the sampling event;**

- *** Sampling should not begin until the storm has produced a minimum of 0.1 inches rainfall;**
- *** Samples should be collected in the first 30 minutes of the storm or as soon as there is adequate flow at the sampling location.**

REPRESENTATIVE DISCHARGES

If discharges of storm water through two or more outfalls are substantially the same, visual wet weather observations may be conducted on one of the outfalls, and the results may be reported as representative of the discharge from a substantially similar outfall. Before results may be submitted as representative of discharges from substantially similar outfalls, the SWPPP must include a description of outfall locations and provide a detailed justification of why the discharge qualities from the outfalls are substantially similar. To determine if outfalls are substantially similar, the following characteristics of each outfall should be compared:

- *** the industrial activities that occur in the drainage area to each outfall;**
- *** significant materials stored or handled within the drainage area to each outfall; and**
- *** the management practices and pollution control structures that occur within the drainage area of each outfall.**

VISUAL WET WEATHER OBSERVATION

Visual Wet Weather observations are performed quarterly and require verification that no noticeable pollutants are present in the storm water discharge. The Visual Wet Weather observations document the following types of findings:

- (1) Verify qualifying rain event;**
- (2) Utilizing a clean, clear container, collect a representative sample;**
- (3) Visually note characteristics of the water, such as color (*green, clear, black*), odor (*gasoline, oil*), turbidity (*can you see through it, is it cloudy or clear*), is there an oil sheen, are materials floating in or on the water, are solids settling to the bottom of the container;**
- (4) Container can then be emptied;**

WET WEATHER SAMPLING EVENT

Beginning in 2013, and annually thereafter including 2017, your facility must collect storm water samples for analysis of:

- 1 – total suspended solids**
- 2 – COD – chemical oxygen demand**
- 3 – oil and grease**
- 4 – total recoverable aluminum**
- 5 – total recoverable cadmium**
- 6 – total chromium**
- 7 – total recoverable copper**
- 8 – total recoverable iron**
- 9 – total recoverable lead**
- 10 – total recoverable zinc.**

ANNUAL DRY WEATHER FLOW INSPECTIONS

Conditions of your SPDES Permit require that all facilities covered under the Permit perform and document at least one dry weather flow inspection each year after at least three (3) consecutive days of no precipitation. The dry weather inspection shall be conducted to determine the presence of non-storm water discharges to the storm water drainage system.

If a non-storm water discharge is discovered, the facility shall identify its source and determine whether it is an unauthorized discharge. The NYS DEC is to be notified within 14 days anytime a non-authorized discharge cannot be easily eliminated. Results of the dry weather flow inspections must be documented and retained on-site.

Report must include outfall locations, inspection date and time, inspection personnel, description of discharges identified, the source of any discharges and actions taken to address any newly identified allowable non-storm water discharges or to eliminate any non-authorized discharges.

ANNUAL COMPREHENSIVE SITE COMPLIANCE EVALUATION

During March 2013, TABS Consulting Group conducted an inspection of your facility and filed the required reports with NYS DEC as mandated by law. Enclosed with this letter you will find the following:

- (1) Annual Comprehensive Site Compliance Evaluation;
- (2) Annual Certification Report; and
- (3) Discharge Monitoring Report – for Year 2012

This letter and the attached reports should be placed in your Environmental Compliance loose leaf as required by law. If you have any further questions please contact our office.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Norman Teitler", written in dark ink.

Norman Teitler

**Annual Certification Report
SPDES Multi-Sector General Permit for Stormwater
Discharges Associated with Industrial Activity (GP-0-06-002)**

The permittee shall complete this Annual Certification Report form by answering the following questions, describing improvements to the facility's Stormwater Pollution Prevention Plan (SWPPP), provide copies of monitoring results on appropriate Monitoring Reports Forms and signing the certification at the end of this form. This completed report is to be submitted each calendar year by March 31st of the following year to Industrial Stormwater General Permit Enforcement, NYSDOT, Bureau of Water Permits, 625 Broadway, Albany, NY 12243-0800.

SECTION I: FACILITY INFORMATION

Permit I.D. No.: NYR00 F 1 0 S Report for Calendar Year: 2 0 1 2

Owner Name

F & P R E S O U R C E S L L C

Facility Name

F & P R E S O U R C E S L L C

SECTION II: GENERAL INFORMATION:

1. List the number of stormwater outfalls at the facility that are from areas of industrial activity. 0 0 1
2. Is the facility claiming any monitoring waivers? ☒

[describe and certify in your cover letter]

Representative Outfall

Inactive or Unstaffed Site

Adverse Climatic Conditions

Alternate Certification of "Not Present" or "No Exposure"
3. Is the information provided in your original Notice of Intent or Termination (NOI/T) submission still accurate and up to date? If not, please submit an updated NOI/T indicating the correct facility information. ☒ 0
4. Has a comprehensive site compliance evaluation been conducted at the facility in the past year? ☒ 0 0 1
5. Is the facility's Stormwater Pollution Prevention Plan (SWPPP) kept up to date and modified when necessary? ☒ 0 0 1

SECTION III: QUARTERLY VISUAL EXAMINATIONS AND DRY WEATHER FLOW INSPECTIONS:

6. Have the required quarterly visual examinations of stormwater at the facility been performed during this reporting period? ☒ 0 0 1
7. Did any of the quarterly visual examinations result in observations of color, odor, clarity, floating solids, settled solids, suspended solids, foam, oil sheen, or other indicators of stormwater pollution and contamination? ☒ 0 0 1
8. Was the annual dry weather flow inspection performed during this reporting period? ☒ 0 0 1
9. Were any indicators of stormwater pollution or unauthorized discharges identified? ☒ 0 0 1
10. Did any of these findings result in modification of the SWPPP? ☒ 0 0 1

SECTION IV: STORMWATER MONITORING - BENCHMARK PARAMETERS:

11. Is the permittee required to monitor stormwater at the facility for benchmark parameters? (If no, skip to Section V) ☒ Yes ☐ No
12. Were there any of the sampling results from this year higher than the cut-off values listed in the permit? ☒ Yes ☐ No
13. Were there any monitoring problems? (Answer "Yes" if storm event criteria was not met or if the laboratory indicated quality assurance/quality control problems) ☐ Yes ☒ No
14. If any of the sampling results were higher than the benchmark values listed in the permit, was the facility inspected to identify the source? ☐ Yes ☒ No ☐ NA
15. Did this result in modification of the SWPPP? ☐ Yes ☒ No

SECTION V: STORMWATER MONITORING - COMPLIANCE MONITORING

16. Is the permittee required to conduct compliance monitoring for storm water discharges subject to Point Source Category Effluent Limitation? ☐ Yes ☒ No
17. Is the permittee required to conduct compliance monitoring for storm water discharges from coal piles? (If no to questions 16 & 17, go to Section VI) ☐ Yes ☒ No
18. Were there any monitoring problems? (Answer "Yes" if storm event criteria was not met or if the laboratory indicated quality assurance/quality control problems) ☐ Yes ☒ No
19. Were any of the sampling results from this year higher than the effluent limitation listed in the permit? ☐ Yes ☒ No
20. If any of the sampling results were higher than the effluent limitations listed in the permit, was the facility inspected to identify the source? ☐ Yes ☐ No ☒ NA
21. Did this result in modification of the SWPPP? ☐ Yes ☒ No

SECTION VI: SUMMARY

Provide a brief description of any facility changes, problems identified during comprehensive compliance evaluations, quarterly visual observations or monitoring results, and action taken to improve the quality of the stormwater discharge

CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

MICHAEL

Owner/Operator First Name (please print or type)

M1

03/21/2013

Date

POWERS

Owner/Operator Last Name (please print or type)



Discharge Monitoring Report (DMR) Signature Authorization Form

Permittee Name F+P Resources LLC

SPDES NO. NY0001000

Facility Name F+P Resources

Date 3-21-2013

Name of person described in paragraph 1(c) of the permit	Title
<u>Michael Powers.</u>	<u>FACILITY MANAGER</u>
Signature of person described in paragraph 1(c) of the permit	Date
<u>[Signature]</u>	<u>3/21/2013</u>

THE PERMITTEE MUST NOTIFY THE DEPARTMENT OF ANY CHANGE IN THIS INFORMATION DURING THE LIFE OF THE PERMIT

Name and Title of person responsible for signing and submitting DMR's	Phone		
<u>NORMAN TEITLER</u>	<u>718 492-6464</u>		
Mailing Name <u>TABS CONSULTING GROUP</u>			
Mailing Address <u>2 52nd STREET- BOX B-11</u>	City <u>BROOKLYN</u>	State <u>NY</u>	Zip Code <u>11232</u>

Name and Title of person responsible for signing and submitting DMR's	Phone		
Mailing Name			
Mailing Address	City	State	Zip Code

Name and Title of person responsible for signing and submitting DMR's	Phone		
Mailing Name			
Mailing Address	City	State	Zip Code

Name and Title of person responsible for signing and submitting DMR's	Phone		
Mailing Name			
Mailing Address	City	State	Zip Code

Return To: SPDES Compliance Information Section
 Bureau of Water Compliance Programs
 New York State Department of Environment and Conservation
 625 Broadway
 Albany, NY 12243-3506

NATIONAL POLLUTANT DISCHARGE INFORMATION SYSTEM (NPDIS)
DISCHARGE MONITORING REPORT (DMR)

PERMITTEE NAME (Address for the NPDES permit holder, not necessarily the facility address)

NAME: F & P RESOURCES LLC
ADDRESS: 23 ASH ST
BROOKLYN NY 11222
FACILITY: F & P RESOURCES LLC
LOCATION: 23 ASH STREET
BROOKLYN NY 11222

NYR00F108	001.A
PERMIT NUMBER	DISCHARGE NUMBER

DMR Mailing ZIP CODE: 11222

MONOP

(SUBP-02)

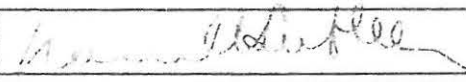
STORMWATER RUNOFF - BENCHMARK MON

External Outfall

MONITORING PERIOD	
MM/DD/YYYY	MM/DD/YYYY
FROM 01/01/2012	TO 12/31/2012

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
000001.00 Effluent Gross	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	79	mg/L	0	daily	Grab
000001.00 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	79	DAILY MX		Annual	GPAB
000002.00 Effluent Gross	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	79	mg/L	0	daily	Grab
000002.00 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	79	DAILY MX		Annual	GPAB
000003.00 Effluent Gross	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	270	mg/L	0	daily	Grab
000003.00 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	270	DAILY MX		Annual	GPAB
000004.00 Effluent Gross	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	270	mg/L	1	daily	Grab
000004.00 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	270	DAILY MX		Annual	GPAB
000005.00 Effluent Gross	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	200	mg/L	0	daily	Grab
000005.00 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	200	DAILY MX		Annual	GPAB
000006.00 Effluent Gross	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	500	mg/L	0	daily	Grab
000006.00 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	500	DAILY MX		Annual	GPAB
000007.00 Effluent Gross	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	200	mg/L	0	daily	Grab
000007.00 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	200	DAILY MX		Annual	GPAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		TELEPHONE		DATE
TYPED OR PRINTED		AREA CODE	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

Waste and Water Recycling Facilities (SIC 8000 and 8100) and Non-Hazardous Waste Landfills (SIC 2000)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

EPA Form 333 (Rev. 01-06)
USE ONLY IF DISCHARGE IS TO A BODY OF WATER

PERMITTEE NAME ADDRESS: F & P RESOURCES LLC 27 ASH ST BROOKLYN NY 11222

NAME: F & P RESOURCES LLC
ADDRESS: 27 ASH ST
BROOKLYN NY 11222
FACILITY: F & P RESOURCES LLC
LOCATION: 27 ASH STREET
BROOKLYN NY 11222

NYROFF108	001-A
PERMIT NUMBER	DISCHARGE NUMBER

DMR Mailing ZIP CODE: 11222

MINOR

(SUBJECT)

STORMWATER RUNOFF - BENCHMARK MON.

External Outfall

MONITORING PERIOD			
MM/DD/YYYY		MM/DD/YYYY	
FROM	01/01/2012	TO	12/31/2012

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Copper, total recoverable	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	0.007	mg/L	0	.....	Grab
0111210 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	1.0	DAILY MX	.....	Annual	GRAB
Copper, total recoverable	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	25	mg/L	0	.....	Grab
0111210 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	25	DAILY MX	.....	Annual	GRAB
Chemical Oxygen Demand (COD)	SAMPLE MEASUREMENT	.....	.....	.....	.....	.....	25	mg/L	0	.....	Grab
0111210 Effluent Gross	PERMIT REQUIREMENT	.....	.....	.....	.....	.....	25	DAILY MX	.....	Annual	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	TELEPHONE	DATE
<i>[Signature]</i>	718-464-4641	03/14/2013
TYPED OR PRINTED	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

Compliance with the following: 501.5(b)(1) and 501.5(b)(2) of the NPDES permit. All parameters are within the permit limits.

01/12/2013 0.007 mg/L 25 mg/L 25 mg/L

ANNUAL COMPREHENSIVE SITE

COMPLIANCE EVALUATION

PERFORMED ON

MARCH 21, 2013

**F & P RESOURCES LLC
23 ASH STREET
BROOKLYN, NY 11221**

TABS CONSULTING GROUP INC.

2 52nd STREET – BOX B-11

BROOKLYN, NY 11232

(718) 492-6464

E-Mail: metrortk@aol.com

COMPREHENSIVE COMPLIANCE EVALUATION

MARCH 21, 2013

F & P RESOURCES LLC

23 Ash Street

Brooklyn, NY 11221

During the Annual Comprehensive Evaluation performed under the new SPDES Permit GP-012-001 and in accordance with the SWPPP prepared for your facility the following were accomplished:

- (1) The facility was visually inspected at all potential sources for evidence of any pollutants entering the drainage system;**
- (2) There was an evaluation of whether the BMP's included with the facility's SWPPP have been properly implemented and whether they are adequate in controlling storm water pollution at the facility;**
- (3) Observation was made of structural storm water management measures to determine whether they are operating properly;**
- (4) There was a visual inspection and a checklist inspection of all spill response equipment needed to implement the facility's SWPPP;**

- (5) A determination was made if any improvements or additional BMP's are needed to improve the effectiveness of the facility's SWPPP.**

The Storm Water Pollution Prevention Plan, if needed, will be updated to include any additional potential sources of storm water contamination identified during the Annual Inspection which were not initially included in the facility's SWPPP. Analysis was made of the laboratory test results of the storm water sample, and the SWPPP will be amended, if necessary, to reflect results that are above the allowable benchmarks.

ANNUAL INSPECTION REPORT

- (1) The inspection was of the entire facility;**
- (2) The inspection was conducted by Norman Teitler as Consultant along with Timothy Fulton, the President of the Corporation;**
- (3) The inspection was conducted on March 21, 2013;**
- (4) The following observations - identified in the Exhibits - were made, if any, relating to implementation of the SWPPP;**
- (5) The following actions – identified in the Exhibits - if any, are required to update and improve the effectiveness of the SWPPP;**
- (6) The following incidents of non-compliance – identified in the Exhibits - if any, were found during the inspection;**
- (7) A certification of facility compliance is being signed by the facility's duly authorized representative.**

If indicated after the inspection, the Exhibits contain a summary of the findings and photographs to document the work that needs to be done, if any, to bring the facility into compliance with the Storm Water Pollution Prevention Plan / Best Management Practices which are necessary under the SPDES General Permit.

WHAT IS STORM WATER?

Rainwater or other precipitation that falls onto your facility becomes polluted storm water runoff when it carries automobile fluids, sediment and heavy metals into storm drains or wetlands, which empty into streams, rivers, lakes and ground water. Any solids or liquids exposed to rain or snowmelt can pollute storm water. These include:

- vehicle and scrap (vehicle bodies and scrap piles)
- vehicle parts (engines, transmissions, differentials, batteries, power steering/brake assemblies, radiators, air conditioning units, window washing fluid reservoirs, tires)
- facility equipment (loaders, excavators, trucks, forklifts, balers, shears, front-loaders, grapplers, lifts)
- fluids storage (storage tanks, drums, buckets)

BEST MANAGEMENT PRACTICES

The Best Management Practices described below are designed to reduce storm water pollution. The specific practices appropriate for your facility depend on your dismantling, scrap processing, storage and maintenance practices; the physical features of your facility, along with the requirements of the SPDES Permit. Best Management Practices are not meant to slow down your business, but rather must be integrated into daily operations.

GOOD HOUSEKEEPING - Designed to maintain a clean and efficient work area, examples include reducing the exposure of materials to weather, careful management of all fluids, orderly vehicle and parts storage areas and weekly or quarterly facility inspections.

PREVENTIVE MAINTENANCE - Regular inspection and maintenance of facility equipment (i.e. loaders, excavators, trucks, forklifts, balers, shears, lifts) will prevent equipment failure and accidental oil, grease, hydraulic fluid and fuel spills or leaks.

SPILL PREVENTION AND RESPONSE - Accidental spills and leaks can occur wherever fluids are handled or stored. Actions to reduce spills and leaks include removal of all fluids from incoming scrap or vehicles at a central dismantling point, use of drip pans and absorbents to contain spills, proper fluids storage (i.e. moving containers indoors or within secondary containment systems), posting signs promoting proper fluids handling techniques and employee training.

INSPECTION PROCEDURES - The facility and all work areas should be inspected weekly and quarterly to make sure Best Management Practices are being effectively used. Any problems or deficiencies should be noted and remedied. All records of inspections and improvements should be kept with your Pollution Prevention Plan.

EMPLOYEE TRAINING - All employees should be familiar with your Pollution Prevention Plan and the Best Management Practices used to reduce storm water pollution. A pollution prevention team should be established to oversee training and facility inspection.

THE FACILITY WILL CONDUCT ANNUAL SAFETY TRAINING UNDER FEDERAL OSHA, EPA AND NEW YORK STATE DEC RULES AND REGULATIONS FOR ALL EMPLOYEES.

RECORD KEEPING - Records of any spills, sampling, facility inspections, changes and improvements should be kept onsite with your Pollution Prevention Plan.

EROSION AND SEDIMENT CONTROL - Sediment and soil particles are another source of pollution to storm water. Sources include unpaved roadways, vehicle and parts storage areas; areas, which are not, vegetated, are on steep slopes or have been disturbed by heavy equipment. Paving and replanting disturbed areas will minimize erosion and promote sediment control; additional measures include using slit fences, sediment traps and inlet filters.

RUNOFF MANAGEMENT - Used of grassed swales, berms, diversions, detention ponds and oil-water separators will remove pollutants from storm water runoff.

VISUAL INSPECTION

What follows under the following Exhibits is a summary of the visual inspection conducted at your facility during the period stated in this Report. Included, if applicable, is a list of corrective actions necessary to improve your facility's compliance with the industry accepted Best Management Practices, as well as those identified by the New York State Department of Environmental Conservation.

EXHIBIT 1

**OBSERVATIONS IDENTIFIED RELATING
TO IMPLEMENTATION OF THE SWPPP**

During calendar year 2012 there was laboratory testing of the storm water run-off.

The annual OSHA/Pollution Prevention Training will be performed sometime between May 1, 2013 and October 15, 2013. All employees will receive the annual training and such training will be documented by the facility obtaining sign-off sheets from each employee and the instructor.

The following observations were made during the inspection:

- 1 - The Pollution Prevention Team is current, or replacements were made for any missing member;
- 2 - The BMP's were implemented and working;
- 3 - There were no spills during calendar year 2012;
- 4 - Fluids are being properly removed during dismantling process;
- 5 - Batteries are removed and placed in a covered storage area;
- 6 - All fire extinguishers are fully charged;
- 7 - Facility has a full set of MSDS's available for employees;
- 8 - Facility equipment is well maintained to prevent leaks & spills;
- 9 - There are no floor drains at facility;
- 10 - All dismantling is performed over an impervious surface;
- 11 - Facility never has more than 1,000 tires on site;

EXHIBIT 2

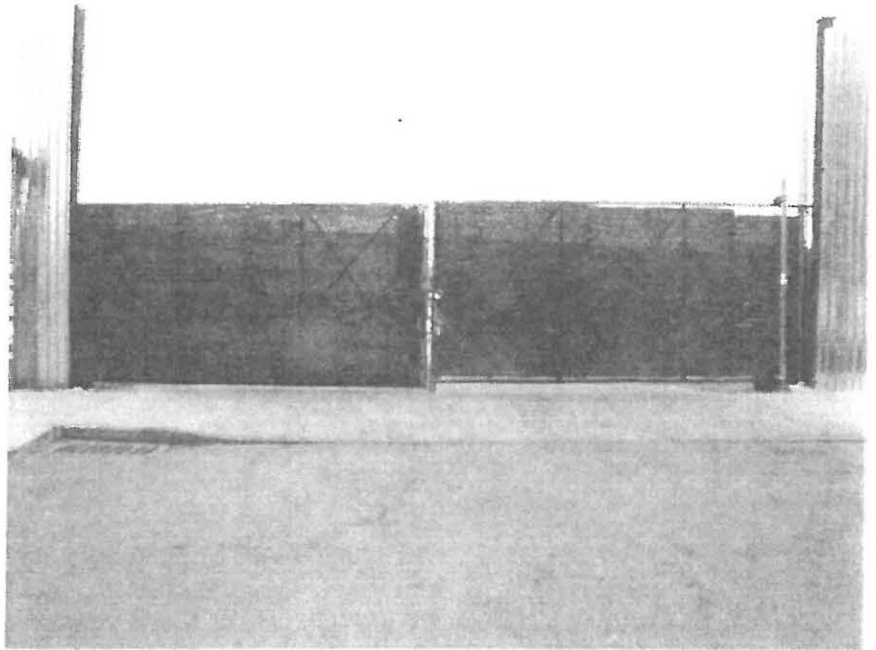
**ACTIONS REQUIRED TO UPDATE AND
IMPROVE THE EFFECTIVENESS OF THE SWPPP**

- 1 – Perform laboratory testing of Storm-Water run-off during 2013;**
- 2 – Perform annual training of employees during 2013;**
- 3 – Stress to employees the need for housekeeping efficiency and to clean up any spills – even if on an impervious surface – as soon as possible.**
- 4 – Perform “spring cleaning” after winter storms to bring facility into a state of cleanliness.**

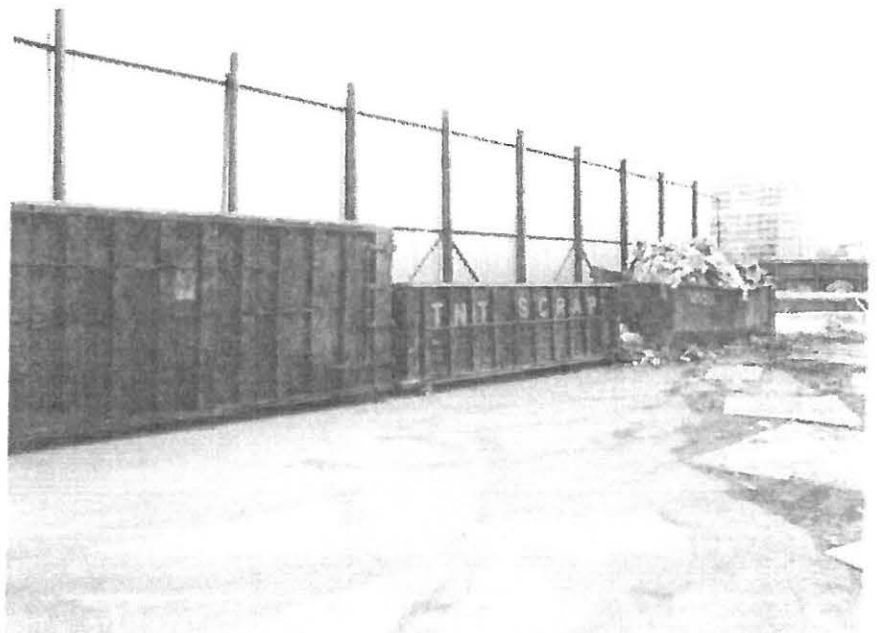
EXHIBIT 3

**SUMMARY OF THE FINDINGS AND PHOTOGRAPHS
TO DOCUMENT THE WORK THAT NEEDS TO BE
DONE, IF ANY, TO BRING THE FACILITY INTO
COMPLIANCE OR THAT DEMONSTRATE NON-COMPLIANCE
WITH THE STORM WATER POLLUTION PREVENTION PLAN**

**FACILITY STAFF MUST
REMAIN VIGILANT THAT
NO WASTE FLUIDS LEAK
OR SPILL AT THE
ENTRANCE INTO THE
YARD**



**STAFF MUST INSPECT
ROLL-OFF CONTAINERS
TO MAKE SURE THAT NO
WASTE FLUIDS ARE
LEAKING ONTO YARD
SURFACE**





STAFF MUST REGULARLY INSPECT SCRAP PILE TO MAKE SURE THERE ARE NO WASTE FLUIDS, SPECIFICALLY OIL TURNINGS LEACHING FROM THE SCRAP PILE, AND IF FOUND THEY MUST BE CLEANED UP ASAP



FACILITY STAFF AND MANAGEMENT MUST MAKE SURE THAT THE SAND BARRIER ON THE INSIDE WALL OF THE FACILITY AGAINST THE BULKHEAD IS INTACT, AND IF FOUND TO HAVE FLATTENED OR ERODED, THE SAND MUST BE REPLACED AS A BARRIER FROM ANY WASTE FLUIDS LEACHING INTO A WATERWAY



NON-STORM WATER DISCHARGE CERTIFICATION

You must certify that all storm water discharge points (i.e. outfalls) have been evaluated or tested for the presence of "non-storm water discharges." To assist in making the required determination, answer the following questions. Keep this information on file with your SWPPP records and make it available for inspection when requested.

In the Table below, identify all non-storm water discharges at your facility. If there are none, write "NONE" in the table and place your initials next to it.

[Note: If there are non-storm water discharges at your facility, you must determine whether they are allowable. If not, you must immediately discontinue the discharge or seek necessary approvals.]

Potential Significant Sources of Non-Storm Water at this Facility	Where does it discharge?	Date Discharge was Tested or Evaluated	Test / Evaluation Method	Test/Evaluation Results
THERE IS NO NON-STORM WATER				
DISCHARGES AT THIS FACILITY				

As described above, all discharges (i.e. outfalls) have been tested or evaluated for the presence of non-storm water. To the best of my knowledge this facility does not have non-storm water discharges.

I certify, under penalty of law, that this Non-Storm Water Discharge Evaluation and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Authorized Signature: _____

[Signature]

Date: _____

3-21-2013

ANNUAL DRY WEATHER INSPECTION

INSPECTOR NORMAN TEITLER

DATE OF INSPECTION 3-21-2013

TIME SINCE LAST MEASURABLE RAIN 3 hours or days (72 hour minimum)

OBSERVATIONS

WHAT DO YOU SEE	IF YES, DESCRIBE WHAT YOU SEE	POTENTIAL SOURCE (identify source of non-stormwater discharge, i.e. natural spring, run-on, etc.)	CORRECTIVE ACTION (what did you do to fix the problem)
Is the ground dry and free of standing water (puddles) and mud?	YES	_____	_____
Any visible water percolating up from below ground?	NONE	_____	_____
Is there water run-on from adjoining property?	NO	_____	_____
Is there water discharge from a mechanical source (HVAC, Air Conditioning Condensate, etc.)?	NO	_____	_____
Is there non stormwater discharge from other sources? (parts washing, etc.)	NONE	_____	_____
Other unusual conditions about the dry weather observation.	NONE SEEN	_____	_____

EXHIBIT “G”

New York State Department of Motor Vehicles

**OFFICIAL BUSINESS
CERTIFICATE**

THIS CERTIFICATE EXPIRES 06/30/15

FACILITY IDENTIFICATION NO. 7112529 SCP

Validation Date and Number: 05/31/13 06417

This person is CERTIFIED AS A
SCRAP PROCESSOR

pursuant to the provisions of the Vehicle and Traffic Law.

T&T SCRAP LLC
340 MASPETH AVENUE
BROOKLYN NY 11211



This document does not certify that this business complies with zoning and other local laws
POST IN A CONSPICUOUS PLACE

EXHIBIT “H”

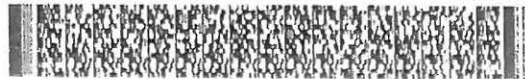


DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and court



FZ657864



>DEMA< HD 03/31/14

3

1HTSDAAN11H393722
2001 INTER DELV
91224JX COM 2 E

14



X0002700



NEW YORK STATE REGISTRATION DOCUMENT

E COM
91224JX
2001 INTER NONTRANSFERABLE
DELV WH 1HTSDAAN11H393722
44800 D 6 UTD4017 FEB 12 201
Wt/Seat Fuel/Cyl 051 UTD21F

Expires 03/31/1

T&T SCRAP LLC >DEMA<
340 MASPETH AVE 334.5
BROOKLYN NY 11211 ANNUAL CHG
FZ657864 VOID IF ALTERED EXCEPT FOR ADDRESS 384.5



11211 AN NALX008B
340 MASPETH AVE
T&T SCRAP LLC

Box Truck

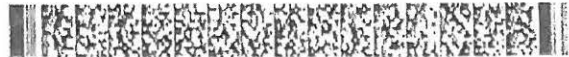


DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.



FV799797



09/30/13

9

>DEMA< HD
1M2P268C3MM010297
1991 MACK DUMP
89802JZ COM 6 E

13



NEW YORK STATE REGISTRATION DOCUMENT



E COM
89802JZ HVT EX
1991 MACK NONTRANSFERABLE
DUMP WH 1M2P268C3MM010297
058000 D 6 FV799797 AUG 29 2012
Wt/Seats Fuel/Cyl LKM UTDB9A

Expires 09/30/13

T&T SCRAP LLC >DEMA<
340 MASPETH AVE 431.25
BROOKLYN NY 11211

ANNUAL CHG
SALES TAX (NYC) 4.000%

FV799797 VOID IF ALTERED EXCEPT FOR ADDRESS 481.25



1096647A



NEW YORK STATE OWNERSHIP FOR NON-TITLED VEHICLES

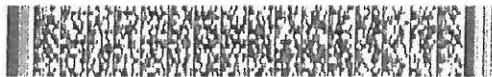
1M2AX04C88M002504

01

01/31/2014
12675PC
2008 MACK

14

VOID



VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

IRP-17H (8/11)



1096647A

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
Effective Date: 01/01/2014	Expires: 01/31/2014	Plate #: 12675PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS.

REGISTRANT INFORMATION

T&T/SCRAP/LLC
340 MASPETH AVE
BROOKLYN, NY 11211Account #: 27714
Fleet #: 1

VEHICLE INFORMATION		
VIN: 1M2AX04C88M002504	Year: 2008	Make: MACK
Unit #: 16	Body Type: Truck	Color: RD
FUEL: D	SEATS:	AXLES: 4
UNLADEN WEIGHT: 27000	GROSS WEIGHT: 73750	INSPECTION: DEMA
EVUT: PD		

FEES		
PLATE: \$9.00	NYS REG FEES: \$497.62	TOTAL FEES: \$710.62
CAB CARD: \$7.50	OTHER JURIS FEES: \$212.50	
NYS COUNTY USE TAX FEES: \$0.00		

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	73750	NJ	73750	PA	73750	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

Safety SEVEN Number: 1227965

1096651A



NEW YORK STATE OWNERSHIP FOR NON-TITLED VEHICLES

1M2P271C12M064937

01

01/31/2014
13092PC
2002 MACK

14

VOID



VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS



IRP-1TR (9/11)

1096651A

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
Effective Date: 02/01/2013	Expires: 01/31/2014	Plate #: 13092PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS.

REGISTRANT INFORMATION

T&T:SCRAP:LLC
340 MASPETH AVE
BROOKLYN, NY 11211Account #: 27714
Fleet #: 1

VEHICLE INFORMATION		
VIN: 1M2P271C12M064937	Year: 2002	Make: MACK
Unit #: 917	Body Type: Truck	Color: GR
FUEL: D	SEATS:	AXLES: 4
UNLADEN WEIGHT: 11000	GROSS WEIGHT: 15000	INSPECTION: SEMA
HVUT: PD		

FEES		
PLATE: \$0.00	NYS REG FEES: \$475.00	TOTAL FEES: \$700.00
CAB CARD: \$2.50	OTHER JURIS FEES: \$227.50	
NYS COUNTY USE TAX FEES: \$0.00		

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	71000	NJ	65000	PA	43200	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
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***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****



2XKWDB0X7PM581442

01 01/31/2014 14
20993PB
1993 KENWO

VOID



VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS



IRP-17A (9/11)

1096650A NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION

Effective Date: 02/01/2013	Expires: 01/31/2014	Plate #: 20993PB/TRF
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THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS.

REGISTRANT INFORMATION

T&T; SCRAP; LLC
340 MASPETH AVE
BROOKLYN, NY 11211

Account #: 27714
Fleet #: 1

VEHICLE INFORMATION

VIN: 2XKWDB0X7PM501442	Year: 1994	Make: FENDT
Unit #: 618	BODY TYPE: Tractor	Color: RD
FUEL: D	SEATS:	AXLES: 3
UNLADEN WEIGHT: 12800	GROSS WEIGHT: 167000	INSPECTION: OMA
HVUT: PD		

Fees	
Application	100
Registration	100
Transfer	100
Renewal	100
License	100
Exam	100
Training	100
Continuing Education	100
Other	100

PLATE: \$0.00	NYS REG FEES: \$1,064.90	TOTAL FEES: \$1,299.38
TAB CARD: \$7.50	OTHER JURIS FEES: \$127.90	
NYS COUNTY USE TAX FEES: \$0.00		

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	104000	NJ	80000	PA	80000	MA	44000
CT	44000	DE	24000	MD	44000	VA	44000
NC	44000	SC	44000	GA	44000	FL	44000
IL	44000	IN	44000	OH	44000	MI	44000
WI	44000	MO	44000	KS	44000	NE	44000
SD	44000	ND	44000	WY	44000	MT	44000
UT	44000	AZ	44000	CA	44000	OR	44000
WA	44000	AK	44000	HI	44000	AS	44000
PR	44000	VI	44000	GU	44000	MP	44000
FM	44000	NC	44000	GU	44000	MP	44000
AS	44000	NC	44000	GU	44000	MP	44000
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NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
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GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
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MP	44000	NC	44000	GU	44000	MP	44000
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GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000	MP	44000	NC	44000
GU	44000	MP	44000	NC	44000	GU	44000
MP	44000	NC	44000	GU	44000	MP	44000
NC	44000	GU	44000				

MOTOR CARRIER RESPONSIBLE FOR SAFETY

Safety PDOT Number: 1727965

1096649A



NEW YORK STATE OWNERSHIP FOR NON-TITLED VEHICLES

1XKWDB0X54J062618

01

01/31/2014
18714PB
2004 KENWO

14

VOID



VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

IRP 1TR (S11)



1096649A

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
Effective Date: 02/01/2013	Expires: 01/31/2014	Plate #: 18714PB/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS.

REGISTRANT INFORMATION

T&T-SCRAP,LLC
340 MASPETH AVE
BROOKLYN, NY 11211Account #: 27714
Fleet #: 1

VEHICLE INFORMATION		
VIN: 1XKWDB0X54J062618	Year: 2004	Make: KENWO
Unit #: 26	BODY TYPE: Tractor	Color: CY
FUEL: D	STATE:	AXLES: 3
UNLADEN WEIGHT: 19500	GROSS WEIGHT: 102000	INSPECTION: DEMO
HAUT: FD		

FEES		
PLATE: \$0.00	NYS REG FEE: \$1,004.90	TOTAL FEES: \$1,295.30
CAB CARD: \$0.00	OTHER JURIS FEES: \$290.40	
NYS COUNTY USE TAX FEES: \$0.00		

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	102000	NE	20000	PA	80000	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***

1096648A



NEW YORK STATE OWNERSHIP FOR NON-TITLED VEHICLES

1M1AK07Y26N012074

01

01/31/2014

13091PC

2006 MACK

14

VOID



VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS



IRP-1TR (9-11)

1096648A

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
Effective Date: 02/01/2013	Expires: 01/31/2014	Plate #: 13091PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS.

REGISTRANT INFORMATION

T&T/SCRAP/LLC
340 MASPETH AVE
BROOKLYN, NY 11211

Account #: 27714
Fleet #: 1

VEHICLE INFORMATION		
VIN: 1M1AK07Y26N012074	Year: 2006	Make: MACK
Unit #: 10A	BODY TYPE: Tractor	Color: WH
FUEL: D	SEATS:	AXLES: 3
UNLADEN WEIGHT: 17500	CROSS WEIGHT: 102000	INSPECTION: DEMA
HVUT: EX		

FEES		
PLATE: \$0.00	NYS REG FEES: \$1,314.92	TOTAL FEES: \$1,295.33
CAB CARD: \$0.50	OTHER JURIS FEES: \$117.91	
NYS COUNTY USE TAX FEES: \$0.00		

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	102000	NJ	80000	PA	80000	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

Safety USDOT Number: 1727965

1096646A



NEW YORK STATE OWNERSHIP FOR NON-TITLED VEHICLES

1M1AK07Y06N012073

01

01/31/2014
20612PC
2006 MACK

14

VOID



VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS



IRP:1TR (911)

1096646A

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
Effective Date: 02/01/2013	Expires: 01/31/2014	Plate #: 20612PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS.

REGISTRANT INFORMATION

TAT/SCRAP,LLC
340 MASPETH AVE
BROOKLYN, NY 11211Account #: 27714
Fleet #: 1

VEHICLE INFORMATION		
VIN: 1M1AK07Y06N012073	Year: 2006	Make: MACK
Unit #: 074	BODY TYPE: Tractor	Color: GR
FUEL: D	SEATS:	AXLES: 3
UNLADEN WEIGHT: 17500	GROSS WEIGHT: 80000	INSPECTION: DEMA
HVOT: EX		

FEES		
PLATE: \$0.00	NYS REG FEES: \$1,864.92	TOTAL FEES: \$1,295.38
CAB CARD: \$2.50	OTHER JURIS FEES: \$227.91	
NYS COUNTY USE TAX FEES: \$0.00		

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	80000	NJ	80000	PA	20000	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
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***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****
***	****	***	****	***	****	***	****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

Safety USDOT Number: 1727965

EXHIBIT "I"

SOLID WASTE MANAGEMENT FACILITY

Please read and follow all instructions before completing this registration form

Please Type or Print clearly

THIS IS NOT A UPA PERMIT

DEC ADMINISTRATION #

DATE RECEIVED 10/19/98

1. FACILITY NAME AND LOCATION <u>NEW YORK RECYCLERS, INC.</u>		2. FACILITY OWNER'S NAME <u>NASLUT REALTY CORP.</u>	
Street <u>1166-68 Manhattan Avenue</u>		Mailing Address <u>1166 Manhattan Avenue</u>	
City/Village <u>Brooklyn, New York</u>		City/Town/Village <u>Brooklyn, New York</u>	
Town <u>Brooklyn</u> County <u>Kings</u>		State/Zip Code <u>New York 11222</u>	
Telephone Number <u>(718) 349-2540</u>		Telephone Number <u>(718) 349-2540</u>	
3. FACILITY OPERATOR'S NAME (if different)		4. SITE OWNER'S NAME (if different)	
Mailing Address		Mailing Address	
City/Town/Village		City/Town/Village	
State/Zip Code		State/Zip Code	
Telephone Number ()		Telephone Number ()	
5. TYPE OF FACILITY REGISTRATION (check all applicable boxes)			
<input type="checkbox"/> Energy Recovery Incinerators or Pyrolysis Units pursuant to (360-3.1(c))		<input checked="" type="checkbox"/> Source Separated, Nonputrescible Solid Waste Recyclables Handling and Recovery Facilities (360-12.1(d))	
<input type="checkbox"/> Land Application and Sludge Storage Facilities (360-4.1(c))		<input type="checkbox"/> Waste Tire Retreaders (360-13.1(d)(1)(i))	
<input type="checkbox"/> Composting and Other Distribution and Marketing Facilities (360-5.3(b))		<input type="checkbox"/> Waste Tires Stored for On-site Energy Recovery (360-13.1(d)(1)(ii))	
<input type="checkbox"/> Land Clearing Debris Landfills three acres or less (360-7.2(a))		<input type="checkbox"/> Tire Dealers Selling Waste Tires (360-13.1(d)(1)(iii))	
<input type="checkbox"/> Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of household solid waste annually (360-11.1(b)(1))		<input type="checkbox"/> Tire Manufacturing Facilities (360-13.1(d)(1)(iv))	
<input type="checkbox"/> Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of containerized solid waste annually (360-11.1(b)(2))		<input checked="" type="checkbox"/> Processing Facilities Receiving Only Recognizable Uncontaminated Concrete, Asphalt Pavement, Brick, Soil or Rock (360-16.1(d)(1)(i))	
<input type="checkbox"/> Other Facilities not specifically described above, Specify Type _____		<input type="checkbox"/> Uncontaminated Unadulterated Wood Processing Facilities (360-16.1(d)(1)(ii))	
6. SOLID WASTE HANDLED		7. OPERATIONS SCHEDULE - Normal schedule of operation	
a. List wastes and/or materials to be accepted <u>Soil, Concrete, Asphalt, Brick, Rock, Glass, Land board</u>		<u>Mon. to Sat. 24 Hrs, Sun, 7AM to 8PM</u>	
b. Quantity (Specify Units - see instructions) design capacity <u>17,000 cubic yards</u> storage on site <u>28,000 cubic yards</u>		8. NAME(S) OF ALL MUNICIPALITIES SERVED <u>Brooklyn, Queens, Manhattan, Bronx, Staten Island, Nassau and Suffolk Counties.</u>	
9. CERTIFICATION: I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits was prepared by me or under my supervision and direction and is true to the best of my knowledge and belief, and that I have the authority as <u>President</u> (title) of <u>New York Recyclers</u> (Entity) to sign this registration form pursuant to 6 NYCRR Part 360. By signing this registration form, I affirm that I have read the applicable regulations and will abide by all conditions of the registration requirements. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.			
Printed/Typed Name <u>TIMOTHY FULTON</u>		Signature <u>Timothy Fulton</u>	
		Mo. Day Year <u>11/11/98</u>	

REGIONAL OFFICE COPY,

COPY #1

EXHIBIT “J”

SCHEDULE OF INSURANCE – MASLUF REALTY CORP.

INSURED(S): Masluf Realty Corp., Henry Fulton, Timothy Fulton, Dawn Manos

LOCATIONS: 1200 Manhattan Avenue, Brooklyn, NY 11222
340 Maspeth Avenue, Brooklyn, NY 12111

INSURANCE:

General Liability

Carrier	Policy Number	Effective Date	Expiration Date
Seneca Specialty	BAG1015077	07/16/2012	07/16/2013
Seneca Specialty	BAG1015077	07/16/2011	07/16/2012
Markel	2M40025	05/04/2010	07/16/2011

Umbrella Liability

Carrier	Policy Number	Effective Date	Expiration Date
Assoc. International	XOBW4017212	07/16/2012	07/16/2013
Assoc. International	XOBW4017212	07/16/2011	07/16/2012
National Union	BE035904873	05/04/2010	07/16/2011

Wharfingers Legal Liability

Carrier	Policy Number	Effective Date	Expiration Date
Travelers	ZOL-14P25022-12-ND	01/20/2013	01/20/2014
Travelers	ZOL-14P25022-12-ND	01/20/2012	01/20/2013

SCHEDULE OF INSURANCE – T&T SCRAP LLC

INSURED(S): T&T Scrap LLC, New York Recyclers Inc., F & P Resources, LLC, T & T Recycling LLC

LOCATIONS: 340 Maspeth Avenue, Brooklyn, NY 12111
1200 Manhattan Avenue, Brooklyn, NY 11222

INSURANCE:

General Liability

Carrier	Policy Number	Effective Date	Expiration Date
IronShore Specialty	001663800	05/07/2013	05/07/2014
Endurance American	EIL101014511	05/07/2012	05/07/2013
Landmark American	LHA107007	05/07/2011	05/07/2012
Landmark American	LHA107454	05/07/2010	05/07/2011

Umbrella Liability

Carrier	Policy Number	Effective Date	Expiration Date
IronShore Specialty	001663800	05/07/2013	05/07/2014
Endurance American	EIL101014511	05/07/2012	05/07/2013
Landmark American	LHA056387	05/07/2011	05/07/2012
Landmark American	LHA052830	05/07/2010	05/07/2011

Stevedores Legal Liability

Carrier	Policy Number	Effective Date	Expiration Date
Travelers	ZOL-14P31089-19-ND	01/26/2013	01/26/2014
Travelers	ZOL-14P25022-12-ND	01/26/2012	01/26/2013

Appendix A

1200 Manhattan Avenue – Exhibits

Question #3 – Response to 3. c- Exhibit A (Deed to 1200 Manhattan Avenue)

Question #3 – Response to 3.c- Exhibit B (Lease to 1200 Manhattan Avenue)

Question #4 – Response to 4. c- Exhibit C (Aerial Photo)

Question #7– Response to 7.d (iii) – Exhibit D (DCA License)

Question #8- Response to 8.b- Exhibit E (DOS Approval – 1200 Manhattan Avenue)

Question #8- Response to 8.c- Exhibit F (SPDES Report)

Question #18- Response to 18.c- Exhibit G (DMV Business Certificates)

Question #18- Response to 18.c- Exhibit H (DMV vehicle registrations)

Question #37- Response to 37.a- Exhibit I (DEC registration)

Question #40- Response to 40.a- Exhibit J (Schedule of Insurance)

Exhibits are itemized as to where they first appear in the Response to Requests for Information